

BOOK 1 INSTRUCTIONS TO BIDDERS AND EXECUTION DOCUMENTS

Invitation for Bid Specification #: IFB01222014

LIHEAP FURNACE PROGRAM 2014 JOB ORDER CONTRACTS

For

LIHEAP (Low Income Home Energy Assistance Program)

Bid Submitted by

Bidder:	Phone No		
Address:			
Contact Name:	Email:		

Faxed, e-mailed or late Bids will not be accepted.

PUBLIC OPENING/SUBMITTAL DUE DATE

Thursday, March 13, 2014 At 10:00 AM CST

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at
CEDA Central Office
208 S. LaSalle Street, Ste. 1900

SUBMIT

In sealed envelope two (2) original hardcopies plus submittals

There will be no bids accepted after 10:00 AM on March 13, 2014, no exceptions will be made.

DELIVERY BY HAND OR MAIL

CEDA 208 South LaSalle Street, Suite 1900 Chicago, IL 60604 Attn: Procurement

ENVELOPES MUST BE LABELED

2014 LIHEAP Furnace Job Order Contracts Specification IFB01222014

PRE-BID MEETING

February 26, 2014 10:00 AM CST at CEDA Central Office 208 S. LaSalle Street, Ste. 1900

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SUBMITTAL INSTRUCTIONS

SUBMISSION OF PARTS I & II:

One sealed envelope containing two (2) original copies of the fully executed Parts I & II shall be labeled as:

SUBMISSION OF PART III:

The Bidder must complete a separate Bid Form 1 for each Contract in which the Bidder is submitting a Bid.

For each Contract, the Bidder shall submit two (2) original copies of the fully executed Bid Form 1. The original copies of Bid Form 1 shall be submitted in their own sealed envelope clearly marked with the following information:

<CONTRACTOR NAME>
 Part III - Bid Form 1
 Furnace Program
2014 Job Order Contracts
Specification #:

The Specification # listed on the sealed envelope shall match the Specification # on Bid Form 1

BID SUBMISSION CHECKLIST

Bids submitted by contractors **must** contain the forms and items listed in Parts I and II below in order to be considered for a contract award. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

Part I: The following required documents are provided in the IFB and must be fully completed:

1	Form A - Cover Sheet
2	Form B - Bid Certification
3	Form C - Contractor's Affidavit (including Debarment Information)
4	Form D - Certification Process Regarding Lobbying
5	Form E - Diversity Form
6	Form F - Business Information and References
7	Form G - Certificate of Compliance with Illinois Drug-Free Work Place
8	Form H - Statement of Contractor Qualifications
9	Form I - Bonding Requirements Agreement
10	Form J - Equipment Availability Form
11	Form K - Proposed Subcontractors
12	Form L - Authorization and Release Information
13	Form M - Certificate of Health and Safety Training (certificates should be included)
14	Form N - Release of Lien Agreement
15	Form O - Appeal / Protest Form
16	Form P - IHWAP Weatherization Standards Manual Agreement
17	Form Q - IHWAP Standards for Weatherization Materials
18	Form R - Certification Regarding Weatherization Materials
19	Form S - Insurance Requirements
20	Form T - Conflict of Interest
21	Form U - Execution Page (Offer and Acceptance)

Part II: The following documents are not included in the IFB and must be inserted by the Bidder. All items below must also be included in the Bid submission:

	22	List of all management staff, including resumes for their management experience
	23	Documentation of existence of workforce, including name and position title. Contractor mus provide payrolls from previous jobs showing its employees.
	24	Copy of required Licenses and Certifications, including a valid contractor's license in one of the suburban areas that CEDA serves along with a valid General Contractors license.
	25	Proof of adequate Current/Existing Insurance Coverage - (Once contract is awarded contractors will also be expected to name CEDA as an additional insured.)
	26	Tax Returns, Audited Financial Statements, or Unaudited (Compilation, Prepared, Reviewed) for the last two (2) years (Please submit these financial documents in a separate sealed envelope identified as "Confidential.")
	27	Bid Deposit / Bid Bond in the Amount of \$5,000.00
Part III:	: Bid Form	1
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SECTION 1 - CONTRACT INFORMATION

CI-01 INTRODUCTION

- A. The Community and Economic Development Association of Cook County Inc. (CEDA) is a community-action agency serving Cook County. It provides economic development and human service programs to address the needs of low-income residents and the underlying conditions that cause those needs. CEDA provides a variety of services in Cook County, Illinois, including but not limited to, Head Start, WIC, Emergency Services for Homeless and Nearly Homeless individuals, Housing Services and Economic Development, Illinois Home Weatherization Assistance Program and the Low Income Home Energy Assistance Program.
- B. The Low Income Home Energy Assistance Program (ILIHEAP) is designed to assist low-income residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach and education. LIHEAP also provide Furnace Assistance to LIHEAP income-eligible homeowners or landlords residing in their rental property that heating system is non-operable and/or systems that have been red tagged by their utility company that needs emergency heating system repairs or replacement to restore the heat back to a safe and effective operation.
- C. CEDA is seeking Bids from qualified HVAC contractors ("sub-recipients") to participate in this program.
- D. It is CEDA's intent that this Invitation for Bid (IFB) permits competition. It shall be the Bidders' responsibility to advise CEDA in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by CEDA not later than question cut-off date specified in CI-02.

CI-02 BID TIMELINE

- A. **Bid Document:** Bid Documents are available either online at www.cedaorg.net or can be picked up at CEDA (208 S. LaSalle, Suite 1900, Chicago, IL 60604). If picking up the Bid Documents at CEDA, they will be provided on CD-ROM. Bid Documents are limited to one CD-ROM per contractor. Additional copies may be purchased for \$50.00 per CD-ROM.
- B. **Pre-Bid Conference:** Wednesday, February 26, 2014 at 10:00 AM CST.
- C. Question Cut-off: Proposers are encouraged but not required to submit questions prior to the Pre-Bid Meeting, those questions should be sent via email by February 4, 2014 by 3:00 PM CST. All other questions will be accepted via email until March 5, 2014 by 3:00 PM CST. Questions should be emailed to Shawnee Little at <u>slittle@cedaorg.net</u>.
- D. **Bid Due Date:** Bids must be submitted to CEDA at 208 S. LaSalle, Suite 1900, Chicago, IL 60604 by 10:00 AM CST on Thursday, March 13, 2014.
- E. **Bid Deposit / Bid Bond:** Each bid shall be accompanied by a bid deposit in the amount of \$5,000, payable to the order of CEDA. Bid bonds will be accepted in lieu of check provided the Surety Company is rated as defined in the Bid Documents.

CI-03 TYPES OF CONTRACTS

A. CEDA is advertising a Job Order Contract(s) for each of the following:

Contract	Area
Large Capacity South	City of Chicago & Suburban Cook County
(LIHEAP)	South of 31st Street
Small Capacity South	City of Chicago & Suburban Cook County
(LIHEAP)	South of 31st Street
Large Capacity North (LIHEAP)	City of Chicago & Suburban Cook County North of 31st Street
Small Capacity North	City of Chicago & Suburban Cook County
(LIHEAP)	North of 31st Street

CI-04 OVERVIEW OF JOB ORDER CONTRACTING

- A. A Job Order Contract is an indefinite quantity Contract pursuant to which the Contractor will perform one or more individual Job Orders at different locations in the City of Chicago and/or Suburban Cook County
- B. The bid documents include a Construction Task Catalog[®] (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction. The Contractor will bid an Adjustment Factor that is to be applied to the Unit Prices contained in the CTC.
- C. Thereafter, as Job Orders are identified, the Contractor will jointly scope the work with the CEDA. CEDA will prepare a Detailed Scope of Work and issue a Request for Price Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal which includes but is not limited to a Job Order Price Proposal, work schedule, sketches and drawings, a list of subcontractors, and other requested documentation. The Job Order Price is determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. If the Job Order Proposal is found to be reasonable, a Job Order may be issued by the CEDA.

CI-05 CONTRACT SCOPE OF WORK

- A. Contractors will provide both the material and labor to perform flue gas analysis testing, heating system clean & tunes, repairs, and replacements.
- B. Contractors will be assigned jobs in the homes of eligible persons after an initial assessment by CEDA staff. Prior to beginning the work Contractors must re-verify CEDA's assessment. If differences exist, CEDA and Contractor must agree via written change order prior to work beginning. Both task and material deletions and additions require written change orders.
- C. During emergency periods declared by the Illinois Department of Commerce & Economic Opportunity (DCEO) due to extreme weather conditions, heating system work must be performed within 18/48 hours or temporary heat (space heaters) must be provided the client until the heat can be restored.
- D. All work performed by contractors must conform to the "General Specifications for HVAC Work." CEDA will inspect all work to determine conformity with these specifications. The Contractor at no additional cost to CEDA must correct any deficiencies in workmanship.

CI-06 CONTRACT PERFORMANCE PERIOD

- A. The Base Term is to June 30, 2014
- B. There is (1) Option Term of one (1) year. Both parties must agree to extend the Contract for the Option Term. If the need arises, CEDA may exercise the Option Terms at any time.
- C. All conditions of the Contract shall be in effect for any Job Order issued during the term of the Contract until the Job Order has been completed even if the completion date occurs after the termination date of the Contract.

CI-07 CONTRACT AMOUNTS

- A. The Minimum Contract Value and the Estimated Annual Value for each Contract is provided in the chart below. CEDA has no obligation to issue Job Orders in excess of the Minimum Contract Value.
- B. The Estimated Annual Value for each Contract is as follows:

Specification #:	Contract	Area	Minimum Contract Amount (Per Contract)	Estimated Annual Value (Per Contract)	# of Contract Awards
01222014 LC-South	Large Capacity South	City of Chicago and Suburban Cook County South of 31st Street	\$5,000	\$300,000	4
01222014 SC-South	Small Capacity South	City of Chicago and Suburban Cook County South of 31st Street	\$5,000	\$150,000	4
01222014 LC-North	Large Capacity North	City of Chicago and Suburban Cook County North of 31st Street	\$5,000	\$200,000	4
01222014 SC-North	Small Capacity North	City of Chicago and Suburban Cook County North of 31st Street	\$5,000	\$100,000	4

C. The Estimated Annual Value of the Option Term shall include the unused dollar amount from the Base Term, if any.

CI-08 CONTRACT DOCUMENTS

- A. The Contract consists of the following component parts:
 - 1. Book 1: Instructions to Bidders and Execution Documents
 - 2. Book 2: Terms and Conditions
 - 4. Book 3: The Construction Task Catalog[®] (CTC)
 - 5. Book 4: Technical Specifications
- B. The following specifications shall apply to all Contracts:
 - 1. Book 4 Technical Specifications (Material and Installation Specifications)
 - 2. Illinois Home Weatherization Assistance Program Field Standards (Most Current Version)

CI-09 BID PRICING

- A. In order to be considered responsive, Bidders shall submit one Adjustment Factor to be applied to the Unit Prices in Book 3 The Construction Task Catalog®(CTC). The one Adjustment Factor shall be used regardless of when the work is to take place including weekdays, nights, weekends, and holidays.
- B. The CTC is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.1000 or decrease e.g., 0.9500) to the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their Bid will be rejected.
- C. The Bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 to 00-7 of the CTC for a complete explanation of what is included in the Unit Prices and what is not.
- D. The Adjustment Factor will remain constant for the duration of the Contract.
- E. The Bidder's Adjustment Factor must take into account all the costs associated with completion of the Work as outlined below and all other costs that the Bidder anticipates.
- F. Any revision by the Illinois Department of Labor and/or the US Department of Labor to the applicable prevailing hourly rates of wages and, except as set forth above, any increases or decreases in the material prices during the Contract period shall not result in a revision of the Unit Price to be paid by CEDA for Work performed under the Contract.

CI-10 DETERMINATION OF THE LOW BIDDER

- A. The Bidders must complete a separate Bid package and Bid Form 1 for each Contract. Bidders must complete the appropriate Bid Form 1 for the Contract(s) that is being Bid.
- B. The low Bidder will be determined by the lowest Adjustment Factor.
- C. Unbalanced Bid: Bids that CEDA considers in its sole opinion to be materially unbalanced or not responsible will be rejected.
- D. CEDA reserves the right to require additional information about any Bid for the purpose of ensuring that Bidders fully understand all requirements of this IFB. The additional information Bidders may be required to present includes but is not limited to the analysis performed to develop the Bidder's Adjustment Factor and submission of any sample project(s) the Bidder used to evaluate the CTC. Bidders may be required to present the information to CEDA prior to being awarded a Contract. CEDA reserves the right deem a Bidder non-responsible if their bid is abnormally low and the pricing cannot be justified.

CI-11 BASIS OF AWARD

- A. CEDA intends to award a Contract to the four (4) lowest responsive and responsible Bidders for each Contract identified in CI-07. CEDA intends to award a single Bidder a maximum of one (1) Contract. The goal of only allowing a Bidder to be awarded one (1) Contract is to establish enough capacity throughout Cook County to complete the entire allocation of funding within the program year in order to best serve the community in need of the services.
- B. If a contractor is the apparent low Bidder in more than one Contract, it will be considered first for the Contracts that are anticipated to offer the largest volume.

- C. For the purpose of determining the volume of each contract, the list below reflects the order in which the apparent low Bidder will be determined. If there are two contracts of equal value, the order below will determine the order in which the low bidder will be identified.
- D. Order of bid evaluation based on potential volume of contract listed in descending order:
 - Large Capacity South of 31st Street
 - 2. Large Capacity North of 31st Street
 - 3. Small Capacity South of 31st Street
 - 4. Small Capacity North of 31st Street
- E. In the event that no reasonable award can be made for a particular region due to Bidders' responsiveness, responsibility or other issues, CEDA reserves the right to remove the Contract and re-bid that particular contract at a later date. If no selection can be made for a particular Contract, CEDA will continue the Bid evaluation process for the other contracts as set forth above.
- F. CEDA reserves the right to make additional Contract awards for a period of two-hundred forty (240) days after a Contract is awarded to the low Bidder.

CI-12 REJECTION OF BIDS

A. CEDA reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest. If, in the sole opinion of CEDA, a Bidder unbalances their Bid, CEDA will reject the Bid.

CI-13 CAPACITY EVALUATION

- A. CEDA will consider capacity of Bidders as it relates to the number of jobs that a contractor can reasonably undertake at any one time and complete within the required number of working days. This evaluation will be part of the responsiveness and responsibility review. For the purpose of identifying the minimum capacity of Bidders, CEDA will use the following benchmarks:
 - Large Capacity Contracts: Number of Units in one Month: 60 units (Approximately three (3) installs per day)
 - 2. <u>Small Capacity Contracts</u>
 Number of Units in one Month: 25 units (Approximately one (1) install per day)
- B. The benchmark above will be used to evaluate the capacity of a contractor; however, it is understood that scope of the units will vary and the actual performance of the work will be measured based on the actual jobs assigned to the contractor and the schedule submitted by the Contractor and accepted by CEDA.

CI-14 ASSIGNMENT OF WORK

- A. CEDA will endeavor to allocate the issuance of jobs throughout the program year based on the benchmarks established in CI-13 above. However, adjustments may be made based on the requirements of the program.
- B. CEDA intends to assign jobs on a weekly basis based on the quantities stated in CI-13 above provided that contractor completes jobs timely and performs jobs satisfactorily. Each region will have four (4) available Contracts.

C. If additional capacity is required in a region, CEDA reserves the right to have the awarded Contractors perform Work in any region. Reasons why CEDA may require additional capacity include, but are not limited to, higher than expected volume of work in a specific region and/or the awarded Contractors are not completing the work in accordance with the Contract Documents, Assignments of jobs will be based on the lowest Adjustment Factor offered by the Contractors.

CI-15 ELIGIBILITY TO BID

- A. In order to Bid on <u>any Contract</u>, Bidders must be an HVAC Contractor with the ability to self-perform the HVAC Work.
- B. In order to Bid on <u>any Contract</u>, Bidders must meet the Contractor Qualifications set forth in this Book I, Article CI-16.
- C. In order to Bid on the <u>Large Capacity and Small Capacity Contracts</u>, Bidders must have previous experience performing HVAC work similar to the type of Work to be performed under CEDA's LIHEAP Furnace program.
- D. Each Bidder must be prepared to show evidence of having satisfactorily performed HVAC projects similar to the projects contemplated by the scope of work for each Contract. The inability to do so may be cause for rejection of the Bid.

CI-16 CONTRACTOR QUALIFICATIONS

- A. Proposers:
 - 1. must have a minimum of three (3) consecutive years in business as a contractor
 - must be a licensed HVAC contractor
 - 3. must have demonstrated experience in HVAC repairs and replacements
 - 4. should have experience in dealing with low-income families, preferably in other HVAC repair or replacement programs offered by other agencies
 - 5. must provide three (3) references from projects that have been successfully completed
 - 6. must also supply a banking reference
 - 7. must be able to meet/maintain CEDA's minimum insurance requirements
 - 8. must agree to labor and material pricing listed in CEDA's Weatherization Pricing Catalog
 - 9. must have specialized equipment: gas flue analyzer

Contractors must attend all CEDA LIHEAP Furnace Program informational meetings and mandated training programs that are targeted to them.

- B. **Minority/Women/Disadvantaged Owned Businesses:** Certified minority, women and disadvantage business (M/W/DBEs) are encouraged to respond to this solicitation (Form E). In addition, non-MWBE contractors are encouraged to utilize M/W/DBEs business enterprises as subcontractors for the procurement of supplies to the greatest extent possible.
 - 1. For information on City of Chicago and Cook County certified firms.

http://www.cityofchicago.org/city/en/depts/dps/provdrs/cert.html http://www.cookcountygov.com/Agencies/MBEWBE/cc MBEWBE scheduleA.pdf

- 2. However, CEDA will consider certifications from other agencies.
- C. CEDA reserves the right to take such steps as it deems necessary to determine the qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to CEDA all information and data requested for this purpose. Failure of the Bidder to cooperate with CEDA in its investigation or submit any additional documents requested by CEDA shall be grounds for disqualification.
- D. CEDA reserves the right to refuse to award a Contract to any person, firm, or corporation that is default of a contract with CEDA or had failed to perform faithfully on any previous contract with CEDA.
- E. The Bidder, if requested, must present within a reasonable time, as determined by CEDA, evidence satisfactory to CEDA of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents. Such evidence may include but not limited to a site-visit and in-person interview conducted by CEDA staff.

CI-17 SELF-PERFORMANCE

The Contractor shall perform with its own organization and forces the mechanical and/or architectural work amounting to not less than 50% of the total amount of labor hours performed at the Project site. Note: CEDA has determined that the percentage of self-performance is a critical performance criteria. As such, failure to achieve or exceed the self-performance requirements will constitute a reason to terminate the Contract. As requested by CEDA, the Contractor shall provide a report monthly showing the amount of self-performance achieved by project and total cumulative amount. Confirmation of the amount of self-performance will be made by examination of the Contractors Certified Payrolls. The percentage calculation does not include field superintendents or office management personnel. Compliance with the self-performance requirement will be based on the cumulative amount of Work self-performed on all Projects as a percentage of cumulative amount of Work performed under the Contract.

CI-18 LIQUIDATED DAMAGES

A. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion of units within thirty (30) working days or as indicated on the Notice to Proceed. The Contractor and the CEDA understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the CEDA, then the Contractor and its surety do hereby agree to pay to CEDA the amount of:

Substantial Completion of Project	\$25 per Day

not as a penalty but as liquidated damages for the breach of contract occurring each and every day that the Contractor after the time stipulated in the Contract for completing the Work.

B. CEDA may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.

SECTION 2 - INSTRUCTIONS TO BIDDERS

IB-01 SUBMISSION OF BID

- A, The Bidders must prepare the Bid submission in accordance with the Submittal Instructions contained in this IFB.
- B. The Bidders must complete a separate Bid Form 1 for each Contract. Bidders must complete the appropriate Bid Form 1 for the Contract(s) that is being Bid. *Faxed, emailed or late Bids will not be accepted.*
- C. Bids submissions must be received no later than the date and time specified on the cover page. Bids must be submitted to CEDA-Receptionist, 208 S. LaSalle St., Suite 1900, Chicago, IL 60604, Attn: Procurement. All bids will be date and time stamped. No late, faxed or electronic responses will be accepted.
- D. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies.

IB-02 BIDDER'S EXECUTION OF THE BID

- A. The Bidder must execute the Bid in two (2) original counterparts.
- B. Bids must be submitted with original signatures in the space provided. Bids not properly signed shall be rejected.
- C. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this Bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
- D. If Bidder is a partnership, all partners must execute the Bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
- E. If Bidder is a sole proprietorship, the sole proprietor must execute the Bid.
- F. "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

IB-03 WITHDRAWAL OF BIDS BEFORE BID OPENING

Any Bidder may withdraw its Bid by letter, facsimile, e-mail request, or by personally securing, with proper identification, the submitted Bid at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a Bid will not be considered.

IB-04 EVALUATION OF BIDS

- A. CEDA reserves the right to check all calculations and to correct all arithmetic errors in order to determine the correct amount of the Bid and/or the total amount of any other schedule required.
- B. Along with reviewing the calculations of each Bid, CEDA will evaluate each Bidder's responsiveness to all Bid requirements and responsibility of the bidder.
- C. CEDA may require that the apparent low bidder and any other bidder submit a breakdown of their bids, as appropriate. CEDA may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

IB-05 INVESTIGATION PRIOR TO CONTRACT AWARD

CEDA may make such investigations as are deemed necessary to determine the ability of the contractor to perform the work, and the contractor shall furnish all such information and data for this purpose as CEDA may request. CEDA reserves the right to reject any Bid if the evidence submitted by, or investigation of such contractor, fails to satisfy it that such contractor is properly qualified to carry out the obligations of the contract.

IB-06 INSURANCE AND BOND

- A. .The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified herein. The insurance must remain in effect throughout the life of the Contract.
- B. Upon approval by CEDA to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to CEDA the Payment and Performance Bond, as required, and evidence of the required insurance coverage.
- C. The failure of the successful Bidder to supply the required Payment and Performance Bond, as required, or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as CEDA may grant based upon reasons determined sufficient by CEDA, shall constitute a default and CEDA may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against CEDA for a refund. Because of the difficulty of ascertaining the damage caused to CEDA, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by CEDA to grant an extension to the period allowed for the bidder to provide an acceptable Payment and Performance Bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

IB-07 INSURANCE

- A. The selected contractor must maintain the types of insurance coverage described in Book 1, Form U throughout the life of the contract. Contractors will also be required to provide coverage anytime following expiration of the contract if the Contractor is required to return to perform any of the services that did not pass inspection. Each Bid must be accompanied by written evidence of the type and amount of insurance maintained.
- B. The Certificate of Insurance from the contractor shall state in writing that it will indemnify, keep and hold harmless CEDA and its agents, officials, employees, representatives and consultants against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against CEDA in consequence of the granting of this contract, or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission by the contractor or his employees, of a subcontractor of his employees, if any, or of CEDA or its employees. The contractor shall, at his own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therein, and if any judgment shall be rendered against CEDA in any such action, the contractor shall, at his own expenses, satisfy and discharge them. The contractor expressly understands and agrees that any payment and performance bond or insurance protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility of the Contractor if awarded a Contract to indemnify, keep and hold harmless and defend CEDA and its employees. Board members, officers, agents, representatives and consultants as herein provided.

- C. CEDA must be named as additional insured on this coverage as well as on Umbrella Liability. Contractor must name the following as additional insured on all certificates of insurance: CEDA, its board members, officers, employees, agents and consultants. All insurance companies must be rated A-VIII or better by the A. M. Best Company. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Bid, or otherwise. All amounts owed by Contractor to CEDA as a result of the liability provisions of the Contract shall be paid on demand.
- D. **Contractor Penalties:** Lapse of insurance shall result in CEDA suspending jobs assigned to the contractors. Contractor will be required to provide documentation that insurance has been reinstated or contract will be terminated.

IB-08 PROTESTS

- A. The bidder shall submit any protests or claims regarding this solicitation to the office of CEDA's President and CEO. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
- B. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the President and CEO take.

IB-09 LICENSING & PERMITS

- A. The Bidder is responsible for maintaining all applicable licenses required for performance under this contract. The Bidder is also responsible for acquiring all applicable permits prior to performing permit-related work.
- B. Contractor must have a business license in a city, town, village or municipality in Cook County and be able to act as a contractor for LIHEAP furnace work. Note: All Contractors will be required to have a General Contractors License issued by the City of Chicago.
- C. Contractor is responsible to ensure that all Contractors and Subcontractors performing Work under this Contract have the appropriate licenses to perform the Work in the area the Work is taking place.
- D. Failure to adhere to the requirements of this section may be considered an event of default as specified in Book 2 of this IFB.

IB-10 CODE OF STANDARDS AND ETHICS

- A. The code of ethics for personnel engaged in procurement activities (both procurement staff and staff of user departments) indicates that each member will "decline personal gifts or gratuities in connection with the purchasing function." In an effort to clarify the meaning of this statement and dispel any perception that a purchasing employee may be unfairly influenced, the following is a statement of departmental policy:
 - 1. An employee of the Procurement Department or user department cannot solicit or accept offers, gifts or entertainment, or other favors from a vendor who conducts business with CEDA if the gift was offered to said employee while s/he was being paid by CEDA and performing the official duties of his office. This includes samples of products provided by the vendor. It is permissible to accept unsolicited "giveaways" of promotional items such as pens, calendars, ball caps, and similar items that are offered to all participants by

vendors at trade shows or training meetings provided that no particular course of repayment is required as a condition to the receipt of the item. Accepting a meal paid for by a vendor should only occur when CEDA related work is being conducted and the meal adds to the efficiency of the meeting. Employees involved in Procurement or decision-making are encouraged to adopt a very strict set of personal standards in their relationship with vendors.

- 2. Consumable items may be given to the Procurement Department by a vendor. These items should be shared with all employees in the Procurement Department. Items such as food, pens, calendars, ball caps, and similar items are acceptable. Gifts or tokens of appreciation can be accepted if the aggregate value of such gift from any single donor is of an economic value of less than \$50.00 during any one calendar year.
- 3. The purpose of this policy is to enable the employee to maintain freedom from influence and to exercise truly independent judgment. Any questionable items shall be brought to the attention of a Procurement Director for review and approval.
- 4. No employee shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved.

IB-11 TAX EXEMPTION

CEDA is a non-profit organization operated for charitable purposes. As such, it is exempt from the Retailers' Occupation Tax, The Service Occupation Tax (both state and local), the use Tax, and the Service Use Tax in Illinois. Any purchases made on behalf of CEDA shall be made free of the taxes indicated herein. **The tax exemption number is E9988-7150-06.**

IB-12 COST/OWNERSHIP OF BIDS

CEDA owns all Bids. Bids will not be returned to Contractors. CEDA shall not be responsible for expenses incurred in preparing and submitting the Bid. Such costs shall not be included in the Bid.

IB-13 RESPONSE TO BID

Contractors are required to complete and submit detailed responses to this Bid, including, but not limited to the submittal requirements set forth in this Bid.

IB-14 FEDERAL STATUTES

Applicable provisions under 45 CFR Parts 74.42-74.47, 92.36 and 41 U.S.C. 403(11), 10 CFR section 600.236 of the DOE regulations and Section 1352, and Title 31 of the U.S. Code regarding Federal Lobbying Restrictions govern this purchase.

Contractor shall comply with the following; The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq.(1988), as amended; Executive Order NO. 11.246. 30 Fed. Reg. 12,319 (1965) reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No 11,375, 32 Fed. Re. 14303 (1967) and by Exec.Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 ET/. seq.; and 41 C.F.R. Part 60 seq. (1990); the Copeland "Anti-Kickback" Act (18U.S.C. 874) as supplemented by 29 CFR part 3.n Contractor shall comply with all applicable standards orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution amended (333 U.S.C. 1251 et seq.

IB-15 NON-DISCRIMINATION

Contractors participating on this agreement shall not (1) fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his or her compensation, or the term, conditions, or privileges of his employment because of such individuals race, color, religion, sex, age, handicap or national origin. (2) Limit, segregate, or classify employees or applicants for employment in any way which deprives or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals.

IB-16 BID DEPOSIT / BID BOND & PAYMENT AND PERFORMANCE BOND

Bid Bond: A Bid Bond in the amount stated in Book 1, Article CI-02 must be included in each Bid submission. The deposit shall be in the form of a letter of credit or cashier's check drawn upon a banking institution in good standing and made payable to the order of CEDA. The letter of credit must be unconditional and irrevocable, addressed to CEDA in the amount required hereunder, and be provided along with an undated draft payable to CEDA in the amount required, and a letter authorizing the dating and presentment of said documents at the sole discretion of CEDA.

Return of Bid Bonds: Any Bid Bond accompanying a bid, except that of the successful Bidder(s), will be returned promptly after the successful Bidder(s) are determined. The Bid Bond of the successful Bidder(s) will be returned promptly upon the execution of a contract and delivery of a payment and performance bond.

Payment and Performance Bond: For each individual contract, the successful Bidder shall furnish a payment and performance security in the form of a bond in the amount listed below. The successful Bidder(s) must submit the Payment and Performance Bond within ten (10) days of award notification. The Responder shall acquire the bond at its own expense with a surety company having a policy holders rating of not lower than "A" and a financial rating not lower than "-AAA" in Best's Insurance guide (current addition). A Contractor's failure to satisfactorily complete an assigned job will result in invoking the Payment and Performance bond, the letter of credit or certificate of deposit as liquidated damages so that LIHEAP furnace work can be successfully complete in the affected home.

Specification #	Contract	Amount of Payment and Performance Bond
01222014 LC-South	Large Capacity South	\$50,000
01222014 SC-South	Small Capacity South	\$25,000
01222014 LC-North	Large Capacity North	\$50,000
01222014 SC-North	Small Capacity North	\$25,000

Surety Company: Bidders must use a responsible surety company listed on the U.S. Treasury List of Approved Sureties, with an AM Best rating of A- Class VII or better, and licensed to do business in the State of Illinois to issue and sign IFB bonds, and the payment and performance bonds of the type required hereunder by CEDA. In the event that a surety is downgraded during the term of a bond and no longer appears on the U.S. Treasury List of Approved Sureties or is down-rated by AM Best, Responder shall promptly supply CEDA with a replacement bond issued by a surety that meets the surety qualification requirements stated herein.

Forfeiture of Deposits: If a Bid is withdrawn by a Bidder after the closing time for the receipt of Bid, or if a Responder fails or refuses to perform under an award issued in accordance with the Contract, CEDA may take action on the Bid Bond or the Payment and Performance Bond.

IB-17 RELEASE OF LIEN

- A. By agreeing to perform LIHEAP furnace work the bidder agrees to the following terms.
 - 1. The bidder agrees that they will not, under any circumstances, seek payment from the owner or occupant of the premises improved.
 - 2. The bidder shall not file, suffer or permit any lien or other encumbrance of record as a claim against any site of a LIHEAP furnace project in recognition that the only recourse for payment is from CEDA.
 - 3. Signed release of lien waivers from each individual work location/property are required from any parties providing labor under a LIHEAP furnace contract. The bidder agrees to inform any sub-contractor providing material to a LIHEAP furnace property, prior to engaging such sub-contractors, the release of lien is required in order for the bidder to invoice CEDA for LIHEAP furnace material provided.

IB-18 APPENDICES

- A. The following Appendices are included in the packet for reference. They contain critical information related to procedures and requirements for all contractors. Please carefully review these documents prior to submitting a Bid to ensure all requirements can be met if a Contract is awarded. Please retain these documents for your records.
 - 1. Appendix A Contractor Evaluation Criteria
 - 2. Appendix B Appeal/Protest Procedures
 - 3. **Appendix C** Illinois Home Weatherization Assistance Program Field Standards (*Most Current Version*)
 - 4. **Appendix D** IHWAP Standards for Weatherization Materials
 - 5. **Book 2** Terms and Conditions
 - 6. **Davis Bacon Act** (Contained in Book 2, Part C)

IB-19 INTERPRETATION OF CONTRACT DOCUMENTS

The Bidder shall, before submitting its Bid, carefully examine all Contract Documents, including but not limited to, Book 1 - Instructions to Bidders and Execution Documents; Book 2 - Terms and Conditions; Book 3 - The Construction Task Catalog®; Book 4 - Technical Specifications; plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

IB-20 EXAMINATION OF DOCUMENTS BY THE BIDDER

CEDA will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the CEDA, Procurement Department, Attn: **Shawnee Little** at **slittle@cedaorg.net**. Request for Interpretation and questions are due by the date specified in this Book 1. Every interpretation or revision will be in the form of an

addendum to the Contract Documents and, when issued, will be on file in CEDA. Although all addenda will be e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda as required shall result CEDA finding the bid non-responsive and rejecting the bid. CEDA shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to CEDA.

IB-21 ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

These Contract Documents shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

- A. Addenda, if any (later dates take precedence over earlier dates)
- B. Amendments to the Agreement, if any
- C. Job Order Related Documents, including but not limited to, Detailed Scope of Work, Request for Price Proposal, Price Proposal, Job Order Proposal Package)
- D. Book 2. Terms and Conditions.
- E. Book 4. Technical Specifications.
- F. Book 3. Construction Task Catalog[®]
- G. Book 1, Instruction to Bidders and Execution Documents
- H. Payment and Performance Bond.

IB-22 EXCEPTIONS

Submission of qualifications documents indicates acceptance by the contractor of the conditions contained in this request. "Exceptions" to any of the terms and conditions must be clearly stated in the Contractor's submittal. CEDA reserves the right to accept or reject any noted "Exceptions" should it deem such action to be in its best interest. If accepted, "Exceptions" will be confirmed in the contract between CEDA and the selected Contractor(s).

IB-23 WAGE RATES

Prevailing Wage Rates: For all Job Orders funded with non-federal money, not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all trades performing LIHEAP furnace work under this Contract. One resource for determining the current prevailing wage rate for LIHEAP furnace work is the Internet site http://www.dol.gov/whd/recovery/dbsurvey/weatherIL.htm One resource for determining the current prevailing wage rate for multi-family homes greater than five stories is the Internet site http://www.state.il.us/agency/idol/rates/rates.HTM maintained by the State of Illinois Department of labor.

1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the prevailing hourly rate of wages in effect, as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase to the revision of the prevailing wage rates during the course of the Contract must be taken into account by the Bidder and included in the Adjustment Factor.

Davis Bacon Wage Rates: For Job Orders funded in part or whole with federal money, not less than the Davis Bacon wages as determined by the United States Department of Labor shall be paid to all trades performing work under this Contract. Davis Bacon wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current wage rate is the Internet site http://www.wdol.gov/dba.aspx maintained by the Department of labor.

In the performance of the Work, however, the Contractor shall be fully responsible for the paying the Davis Bacon rate of wages in effect, as determined by the United States Department of Labor, at the time the Work is performed. If the United States Department of Labor revises the Davis Bacon rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase to the revision of the wage rates during the course of the Contract must be taken into account by the Bidder and included in the Adjustment Factor.

END OF SECTION

SECTION 3 –BID FORMS

BID FORM 1 - SCHEDULE OF PRICES SPECIFICATION #: 01222014-LC-SOUTH

FOR: LIHEAP FURNACE 2014 JOB ORDER CONTRACTS - LARGE CAPACITY / SOUTH OF 31ST STREET **BID SUBMITTED BY:** TO: Community and Economic Development Association of Cook County, Inc. (CEDA) **PART I: PROPOSED ADJUSTMENT FACTOR:** The Contractor shall perform all Work required called for in each individual Job Order issued under this Contract using Book 3a - Construction Task Catalog® and Technical Specifications incorporated herein. Contractor shall perform any or all functions called for in the Contract Documents in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 3a - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of: (Specify to four (4) decimal places) SIGNATURE: CONTRACTOR: Signature of President or Authorized Officer Title Date

BID FORM 1 - SCHEDULE OF PRICES SPECIFICATION #: 01222014-SC-SOUTH

R: <u>LIHEAP_FURNACE 2014 JOB ORDER CONTRACTS - S</u>	SMALL CAPACITY / SOUTH OF 31ST STR
BID SUBMITTED BY:	
TO: Community and Economic Development Association of	Cook County, Inc. (CEDA)
DART L PROPOSED AD WISTMENT FACTOR	
PART I: PROPOSED ADJUSTMENT FACTOR: The Contractor shall perform all Work required called for in e	ach individual Job Order issued under this
The Contractor shall perform all Work required called for in e Contract using Book 3a - Construction Task Catalog® and Te	echnical Specifications incorporated herein.
Contractor shall perform any or all functions called for in the	Contract Documents in the quantities
specified in individual Job Orders against this Contract for the Construction Task Catalog® (CTC) multiplied by the Adjustme	e Unit Prices specified in Book 3a -
Construction rask Catalog (CTC) multiplied by the Adjusting	ent Factor or.
(Chasifuta faur (4) decimal	nloses)
(Specify to four (4) decimal	piaces)
SIGNATURE:	
CONTRACTOR:	
CONTRACTOR.	
Signature of President or Authorized Officer	
Signature of Fresident of Additionized Officer	
 Title	

BID FORM 1 - SCHEDULE OF PRICES SPECIFICATION #: 01222014-LC-NORTH

FOR: LIHEAP FURNACE 2014 JOB ORDER CONTRACTS - LARGE CAPACITY / NORTH OF 31ST STREET

BID SUBMITTED BY:
FO: Community and Economic Development Association of Cook County, Inc. (CEDA)
PART I: PROPOSED ADJUSTMENT FACTOR:
The Contractor shall perform all Work required called for in each individual Job Order issued under this Contract using Book 3a - Construction Task Catalog® and Technical Specifications incorporated herein.
Contractor shall perform any or all functions called for in the Contract Documents in the quantities
specified in individual Job Orders against this Contract for the Unit Prices specified in Book 3a - Construction Task Catalog [®] (CTC) multiplied by the Adjustment Factor of:
(Specify to four (4) decimal places)
SIGNATURE:
CONTRACTOR:
Signature of President or Authorized Officer
Fitte Date

BID FORM 1 - SCHEDULE OF PRICES SPECIFICATION #: 01222014-SC-NORTH

FOR: LIHEAP FURNACE 2014 JOB ORDER CONTRACTS - SMALL CAPACITY / NORTH OF 31ST STREET **BID SUBMITTED BY:** TO: Community and Economic Development Association of Cook County, Inc. (CEDA) PART I: PROPOSED ADJUSTMENT FACTOR: The Contractor shall perform all Work required called for in each individual Job Order issued under this Contract using Book 3b - Construction Task Catalog® and Technical Specifications incorporated herein. Contractor shall perform any or all functions called for in the Contract Documents in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 3b -Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of: (Specify to four (4) decimal places) **SIGNATURE:** CONTRACTOR: Signature of President or Authorized Officer

Title

Date

THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA) SECTION 4 - REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH THE BID

The **Forms** included in this section must be fully completed and submitted with the bid



Invitation for Bid

Specification #		
-	for	

LIHEAP Furnace Program CEDA Low Income Home Energy Assistance Program (LIHEAP)

Contractor:
FEIN/Soc. Security #:
DUNS #
Contact Name:
Phone #:
Date of Submission:

Return Completed Bid to CEDA with this Cover Sheet on Top

I certify that the inform		and factual. I have full authority to bind ne terms and conditions set forth in this
(Name of Co		ic terms and conditions set forth in this
I certify that all work p Standards as listed in		n compliance with Illinois Home Weatherization Field
	The signature of the authorize and appendices	d approver below implies agreement to all terms, conditions n this Bid.
Signature of President or A	authorized Officer	
Title of President or Author	ized Officer	Date
For questions regar	ding this response please cont	act:
Name		Title
Telephone Number	Fax Number	Email Address
	Mailing Address, City, State Zip	
	NOTA	RY PUBLIC
		personally appeared before me to who executed the within and foregoing instrument, and revoluntary act and deed, for the uses and purposes therein
Witness my hand and	d official seal hereto affixed	
This	day of	·
Notary Public in and f	or the State of	, County of
My commission expire	es	·
Notary Signature		

AFFIX NOTARY SEAL:

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THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA) Form C. CONTRACTOR'S AFFIDAVIT Contract Contractor Address Contractor Telephone Number Instructions: FOR USE WITH ALL CONTRACTS. Every Contractor submitting a Bid to CEDA must complete this Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event the Contractor is unable to certify any of the statements contained herein, the Contractor must contact CEDA and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify. I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Proposer set forth above, that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Affidavit and attachments hereto are true and accurate. The Contractor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Company Name Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

All bidders/Responders/contractors shall provide the following information with their bid/ proposal/ contract. Complete all blanks by entering the requested information, or, if the question is not applicable, answer with "N/A". If the answer is other, please identify.

١.	Date	of application:		
2.	Com	pany:		
3.	Pare	ent Company:		
4.	Cont	act Name:		
6.	Maili	ng Address [if different]:		
7.	Tele	phone (1):		
8.	Tele	phone (2):		
9.	Fax	Number:		
10.	Web	site Address:		
12.	Emp	loyer's Federal ID# / Social S	Security #:	
13.	DUN	IS #:		
	Cont	Ĵ	Corporation Partnership Joint Venture	[] Not-For-Profit
	Date	Business Started:		
	SEC	TION 1 For Profit Corporat	ions I imited I iahi	lity Corporations, or Not-For-Profit Corporat
	<u>одо</u> а.	Incorporated in		
	b.	Authorized to do business in		
			ectors of corporatio	
	c.	rianics of all officers and all		

SECTION 2. Partnership

If the bidder/proposer is a partnership, indicate the name of each partner or attach a list and the percentage of interest of each therein.

Percentage of Interest

Name of Partners

_		. %
_		
_		
_		%
_		0.4
	SECTION 3. Sole Proprietorships	
	the bidder/proposer is a sole proprietor and is not acting in any representative capacity	y on behalf of any
	eneficiary:] Yes	
•		
	the sole proprietorship is held by an agent(s) or a nominee, indicate the principle(s) for ominee holds such interest.	or whom the agent
110		
	Name(s)	
		
_		
_		<u></u>
_		
st	the interest of a spouse or any other party is constructively controlled by another perstate the name and address of such person or entity possessing such control and the ruhich such control is being or may be exercised:	
_		<u> </u>
_		
_		

SECTION 4. Certification Regarding Suspension and Disbarment

The contractor certifies to the best of its knowledge and belief, that it and its principles are not presently debarred, suspended, proposed for debarment, ineligible or voluntarily excluded from transactions by any Federal, State or local government agency and have not within a (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, a violation of Federal or State antitrust statues, or the commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Further, contractor certifies it is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in Section 2(a) above, and have not within a (3) year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

SECTION 5. Verification

Under penalty of perjury, I certify that I am authorized to Contractor set forth on this page, that I have personal ki same are true.	execute this Contractor's Affidavit on behalf of the nowledge of all the certifications made herein and that the
Signature of President or Authorized Officer	Title
Date	
NOTAF	Y PUBLIC
	personally appeared before me to the within and foregoing instrument, and voluntary act and deed, for the uses and purposes therein
Witness my hand and official seal hereto affixed	
This day of	·
Notary Public in and for the State of	, County of
My commission expires	.
Notary Signature	

AFFIX NOTARY SEAL:

Form D. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	Title	
Organization		

Form E. DIVERSITY FORM

GENE	RAL CO	NTRACTOR INFORMATION:
a)	Name	of Company:
b)	Is your	company certified as a small, minority, female or disadvantaged business enterprise by a
	munici	pal, county, State, or Federal agency? Yes No
c)	If yes p	please answer the following:
	I.	Please list agency
	II.	Please attach a copy of your certification letter.
d)	Is your	firm certified as a minority business by the Chicago Minority Business Development Council?
	Yes	No
e)	ls your	firm certified as a female owned business by the Women's Business Development Agency?
	Yes	No
f)	Please	attach a copy of your certification letter.
g)	Small I	businesses, minority-owned firms and women's business enterprises will be given preference for
	purcha	ses whenever possible. Information will be made available to these firms to encourage their
	particip	pation in CEDA's Procurement functions.
SUB-C	ONTRA	CTOR INFORMATION:
1)	Are yo	u using subcontractors certified as small, minority, female, or disadvantaged businesses?
	Yes	No
2)	If yes,	please answer the following:
	a.	What approximate percentage of work is performed by these subcontractors?
		%
	b.	What are the names of the firms?
	С.	Please attach certification forms for all certified subcontractors.
	d.	What are the names of the firms used and the approximate dollar amount of the supplies
		purchased from small, minority, female, or disadvantaged businesses?
	e.	What approximate percentage is that of the total dollar amount purchased?
	f	Please attach certification forms for all certified suppliers

Form F. BUSINESS INFORMATION

1.	Name of Company:	
2.	How many years has this company been in business?	
	§ If between 0-4 years please provide addition information on a separate sheet	
3.	Do you have a current business license? Yes No	
4.	In what city or town is the company licensed?	-
5.	Do you have a general contractor's license? Yes No	
6.	Please list the municipalities in which you are licensed (copies of licenses should be submittal).	e included in your
		_
7.	Please provide the name of a bank that you have a business relationship with.	_
	Bank Name	
	Address	
	Phone Contact	
	How long have you been doing business with this bank?	
8.	DUNS #	
A [ass	Data Universal Numbering System (DUNS) number is now a requirement for any busistance. If a business does not have one, it should call the DUNS number request litain a number. The process is free and takes about ten (10) minutes. More information://www.whitehouse.gov/omb/grants/duns_num_guide.pdf.	ne at 1-866-705-5711 to
9.	Primary Owner or Managing Director a. Chief executive officer who legally oversees all firm operations	
10.	Administrative Contact a. Party or parties responsible for the administration and oversight of all firm i	nvoicing and Contractor

11. Mechanical Tra	aining Liaison
	esponsible for: Attending all required training and ensuring that any additional attendees requested by CEDA
1.	LIHEAP also attend
ii.	Administering all training of mechanical crew members in areas of current IHWAP standards
	and other knowledge, skills and abilities critical to performing quality LIHEAP Furnace work
iii.	Firm's central contact for all official IHWAP and CEDA LIHEAP training logistics and materials
iv.	Maintaining and updating firm's collection of CEDA LIHEAP TSBs, IHWAP procedural
	guidance and manufacturer's MSDS and product PMI (s)
V.	Maintaining record of all IHWAP mandated certifications and licenses
12. Crew Leader	
	dividual responsible supervising field workers and delivery of properly completed and inspected
LIHEA	P FURNACE work

Form G. CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

(Contractor)	
having 25 or more employees, does hereby certify, pursuant to Section 3 of the II	•
(30 ILCS 580/1, et seq.), that (he, she, it) shall provide a drug-free workplace fo	, , , , , , , , , , , , , , , , , , , ,
performance of work under the contract by complying with the requirements of the	•
and further certifies that (he, she, it) is not ineligible for award of this contract violation of the Illinois Drug-Free Workplace Act.	by reason of department for a
·	
Date:	
BY:	
TITLE:	
NOTARY PUBLIC	
On this day, per	sonally appeared before me to
me known to be the person(s) described in and who executed the within a acknowledged that he/she signed the same as his/her voluntary act and deed, for mentioned.	
Witness my hand and official seal hereto affixed	
This, day of,	
Notary Public in and for the State of, County	of
My commission expires	
Notary Signature	

AFFIX NOTARY SEAL:

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THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA) FORM H. STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The contractor may submit any additional information he/she desires. Contractors must complete all parts or the Bid will be considered incomplete.

1.	Contractor
2.	Address
3.	
4.	When was the firm organized?
	a. If a corporation, where was it incorporated?
5.	How many years have you been engaged in the contracting business under your present firm or trade name?
	a. If under 1 year what company were you operating under?
	Attach a list of contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). If you have none on hand, please indicate below.
6.	Type of work generally performed by your company

7.	Have you ever failed to complete any work awarded to you? If yes, where and why? Use additional paper if necessary.
8.	Proposed Monthly Capacity: The Contractor is required to state the number of jobs (units) that a contractor can reasonably undertake at any one time and complete within the required (30) working days:
	MINIMUM CAPACITY: of units installed per day (For the Minimum Capacity, Refer to Book 1, Section 1, Article CI-13: Capacity Evaluation)
	MAXIMUM CAPACITY: of units installed per day
9.	Attach a list of the more important projects completed in the last 12-18 months (at least three), by your company, stating the work performed, approximate cost, month, year completed for each and a person that can be contacted as a reference.
10.	List the more important multi-family projects completed in the last 12-18 months (at least three), by your company, stating the work performed, approximate cost, month and year completed for each and a person that can be contacted as a reference.
11.	List your major equipment available for this contract.
12.	List experience in HVAC / Construction work similar in importance to this project.

_	
N	Note: Questions 10 thru 13 applies to Architectural/Furnace Contractors
13.	Is your firm able to provide work on heating systems whose fuel source is?
	Natural Gas Coal Propane Wood Oil Electricity
14. l:	s your firm able to provide work on the following furnace types?
	Forced AirForced WaterSteam BoilerGravity Furnace
	ConversionWall FurnaceSpace HeatersGravity Water
	Central Air Conditioning
15. F - -	Please indicate any HVAC Licenses you hold, and the city, village, or county where license is current.
- 16. F	Financial References: (Must list two) Reference name, address, and phone telephone
	a
	b
iı	ist three references. Describe work performed for references and approximate cost. Information should not not conclude: name, address, and phone number: References from CEDA must include a letter from CEDA stating our satisfactory performance for the Agency.
iı	nclude: name, address, and phone number: References from CEDA must include a letter from CEDA stating
iı	nclude: name, address, and phone number: References from CEDA must include a letter from CEDA stating rour satisfactory performance for the Agency.
iı	nclude: name, address, and phone number: References from CEDA must include a letter from CEDA stating rour satisfactory performance for the Agency. a

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information

requested i	requested in verification of the recitals compromising this Statement of Contractor's Qualifications.				
BY:					
DATE:					
20.	Social Security #				
21.	FEIN # (if applicable)				

Form I. BONDING REQUIREMENTS

I hereb	y agree to supply the follo	owing bonding:		
•	A Bid Bond (at the time	of bid)	PLUS (if awarded)	
§	A Payment and Perform	ance Bond (CEDA	to be named)	
			Company	-
		Auth	orized Signature	
			Print Name	
			Date	

Form J. EQUIPMENT AVAILABILITY

CON	TRACTOR NAME:	
1.	TRANSPORTING MATERIALS & CF	REWS
	TRUCKS OR VANS:	
	MAKE:SIZE:	YEAR:
	MAKE:SIZE:	
2.	STORAGE SPACE FOR MATERIAL	s
	WAREHOUSE:SQUARE FEET:LOCATION ADDRESS:	
3.	COMMUNICATIONS AVAILABLE	
	OFFICE #: PAGER #: FAX #:	SECRETARY#: CELLULAR #: E-MAIL:
4.	LADDERS	
	#1 LENGTH #2 LENGTH #3 LENGTH #4 LENGTH	FT
5.	HVAC ANALYZER (Applicable if su	b-contracted)
	MAKE: MAKE:	MODEL #: MODEL #:
6.	DIGITAL CAMERA:	
	MAKE: MAKE:	MODEL #: MODEL #:
7.	OFFICE SPACE	
	Address City, State Zip Code Office Phone Number	

Form K. PROPOSED SUBCONTRACTORS

Contractor Name and Address:			

Contractor must, at minimum, identify who will perform the following on each and every work order, even if it is the contractor himself. If a subcontractor will be used, **the subcontractor must submit to CEDA a certificate of insurance.** They must either carry their own insurance meeting CEDA's insurance requirements or be carried under the Contractor's insurance.

Type of Work	Subcontractor	Contact Name	Address & Phone	FEIN / SS #
Heating & Cooling				
Electrician				
Plumbing				

^{*}A Carpenter-Type Contractor may choose to Subcontract insulation; however, insulation contractor may not subcontract carpentry. Contractors subcontracting roofing work covered under the Illinois roofing Industry Licensing Act must include: name, address, and phone number of subcontractor. In addition, the contractor must attach a copy of the subcontractor's roofing license.

Form L. AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize release of information regarding my financial and technical resources to CEDA for the purpose of determining my eligibility as a contractor with CEDA for the 2014 LIHEAP Furnace Program.

A copy of this document shall suffice as proper authorization for the release of information.

Company
, ,
Company Address
Authorized Signature
Print Name
Date

Form M. CERTIFICATION OF HEALTH & SAFETY TRAINING

I hereby certify that the staff	of has received	
	(Company Name)	
OSHA 10 hour for all crew m	embers and OSHA 30 hour for all crew leaders. The training	ng and certification
requirements are necessary	in order to bid on CEDA Weatherization projects. They are	attached or will be
provided by the startup of the	e 2014 Program and/or issuance of any jobs.	
	Company Name	
	Authorized Signature	
	/tation25d digitator	
-	Print Name	
	Date	

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Form N. RELEASE OF LIEN AGREEMENT

l	attest that I will give a Release of Lien for each home completed.	
(Contractor)		
	Company Name	
	Authorized Signature	
-	Print Name	
	Tillitranio	
	Date	

Form O APPEAL /PROTEST		

I, the undersigned, have received a copy of the appeals process (Appendix B) and understand the process as indicated in Section 8.3 of the document.					
	Company Name				
		_			
	Authorized Signature				
	Print Name	-			
		_			
	Date				

Form P. IHWAP WEATHERIZATION FIELD STANDARDS MANUAL AGREEMENT

I, the undersigned, have received a copy of the Illinois Home Weatherization Assistance Program	(IHWAP)
Standards Field Guide Manual.	

Furthermore, I have read and understand the manual and agree to comply with all standards as stated.

Company Name	
Authorized Signature	
Print Name	
Date	

Form Q. IHWAP STANDARDS for WEATHERIZATION MATERIALS

I, the undersigned, have received a copy of the Illinois Home Weatherization Assistance Program (IHWAP) Standards for Weatherization Materials (Appendix C).

Furthermore, I have read and understand the manual and agree to comply with all standards as stated.

Company Name	
Authorized Signature	-
-	
Print Name	_
Date	_

Form R. CERTIFICATION REGARDING WEATHERIZATION MATERIALS

I, the undersigned, certify that if awarded:		
All materials supplied by		for the duration of this
contract meets all federal standards as spec (Appendix C), and all agency standards or s		herization Materials 10 CFR 440
2. I understand that supplying material offense.	Is that DO NOT meet the federa	al standards constitutes a criminal
that materials found to be in violation of said cancellation of my contract. All unused materemoval and replacement of any installed information.	Appendix C of 10 CFR 440 or erials will be returned for immed ferior materials will be the sole	diate refund. All costs relating to the
(Company Name)		
4. I will submit current specifications for carbon monoxide detectors.	or furnaces, boilers, hot water h	eaters, fire extinguishers, smoke and
This certification is a material representation made and entered into. Any supplier who facontract.	•	•
Vendor or Supplier	Title	
Signature of Certifying Official	Date	
<u>CEDA</u> Agency	Title	
Agonoy	1106	
Signature of Agency Official	Date	

THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA) THIS PAGE LEFT INTIONALLY BLANK

Form S. INSURANCE REQUIREMENTS

Contractors must meet the following CEDA standards and maintain at a minimum the types and amounts of insurance coverage set forth below, and must provide CEDA with certificates evidencing such coverage. Contractor must understand if insurance lapses, the LIHEAP Furnace contract is invalidated and the contractor is to return all work orders currently issued until insurance coverage is reinstated. CEDA reserves the right to ask for higher levels of coverage. (See Appendix? for complete requirements)

The categories (low risk, medium risk, high risk) correspond with CEDA's assessment of risk. An insurance waiver may be granted as appropriate. CEDA's decision to issue a waiver of evidence of insurance does not relieve the Vendor of its obligations.

Limits apply if box is checked:					
Low Risk	Medium Risk	√ High Risk			
TYPE	MINIMUM ACCEPT	ABLE LIMITS OF LIABILITY			
Statuto	ory-State of Illinois				
Worker's Compensation Employers a. Each Accident b. Each Employee Disease c. Policy Aggregate Disease		owable by Law, the policy must progation in favor of CEDA			
Commercial General Liability a. Per occurrence b. General Aggregate 1. General Aggregate-Per Project 2. General Aggregate Products Completed Operations	\$1,000,000.00 \$2,000,000.00 \$2,000,000.00	9			
Personal and Advertising Injury Fire Legal Liability (any one fire) Medical Expense (any one person)	include a waiver of sub	owable by Law, the policy must rogation in favor of CEDA			
Umbrella Excess Liability (Coverage must be in excess of Commercial General Liability, Automobile Liability, and Employer's Liability. It shall be no more restrictive than the primary coverage listed.)	\$2,000,000.00 over Pri \$ 1,000.00 retention Occurrence	mary Insurance n for Self-Insured Hazards Each			
Business Auto Liability (This Policy must provide coverage for all owned, non-owned, and hired autos.)		own vehicles, this requirement nd non-owned vehicles			

The contractor shall furnish CEDA with a certificate of the above required insurance prior to signing contractor agreement. The certificate of insurance shall contain a statement to the effect that CEDA will receive written notification at least seven (7) days in advance of cancellation or of any material change in the policy.

A copy of Contractors current insurance coverage must be included in Bid submission.

Name of Insurance Company ______ Address _____ Phone Number _____

THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA)

THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA) Form T. CONFLICT OF INTEREST

No member of the Board of Directors, officer, employee or agent of CEDA who exercises any functions or responsibilities in connection with the carrying out of the project will have any personal or financial interest, direct or indirect. in the AGREEMENT.

,		
the project to which this A	ney presently have no interest and will not acquire a GREEMENT pertains which would conflict in an ereunder. Contractor covenants that in their performest shall be employed.	ny manner or degree with
	edge, the undersigned company has no potential contism or property interest for this project.	onflict of interest due to any
OR		
	ny, by attachment to this form, submits information er clients, contracts, nepotism or property interest f	
Failure to check the appropri interest may result in termina	iate blocks above and failure to provide documenta ation of the AGREEMENT.	tion of a possible conflict of
contents hereof and that they	carefully read the foregoing AGREEMENT and they y sign the same as their own free act and deed. Si bind their respective entities to this agreement.	
	Company Name	
_	Authorized Signature	
_	Print Name	

Date

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THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA) CONTRACT NO. Form U. EXECUTION PAGE (OFFER AND ACCEPTANCE) Contractor's Bid The Contractor hereby acknowledges receipt of the Contract Documents for Specification Number IFB09042013. including, but not limited to, a) Book 1 - Instructions to Bidders and Execution Documents, b) Book 2 - Terms and Conditions, c) Book 3 - The Construction Task Catalog®, d) Book 4 - Technical Specifications, any other relevant documents, and Addenda Nos. (None unless indicated here) Further, the Contractor, having become familiar with the conditions affecting the delivery of goods and services, shall provide such goods and services as required by and in strict accordance with the Contract Documents for the Adjustment Factor indicated on Bid Form 1 multiplied by the Unit Prices listed in Book 3 - The Construction Task Catalog®. The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Terms and Conditions, and all of which shall be binding on the parties hereto. Time is of the essence of this Contract. The Contractor agrees that it will deliver the goods and services as required in this Contract pursuant to the Contract Documents. CONTRACTOR:

Title Date Subscribed and sworn to before me this _____ day of ______, 20____ Notary Public My commission expires _____ Notary Seal

Acceptance of the Bid

Signature of President or Authorized Officer

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

Community and Economic Development Association of Cook County, Inc. President and CEO

Date

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SECTION 5 - EXHIBITS

The following are **Exhibit** documents.

Please retain these documents for your records. These are samples of forms you will be required to complete if a contract is awarded

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THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC (CEDA) THIS PAGE LEFT INTIONALLY BLANK

February 2014 SECTION 5 - EXHIBITS 80

EXHIBIT A CONTRACTOR ASSURANCE AND GUARANTEE OF WORK



LIHEAP FURNACE PROGRAM

Contractor Assurance and Guarantee of Work

I.		of
	(Owners Name)	(Company Name)
Guarante	e the workmanship of:	
Heating S	ystem (HVAC) Work	
	Repairs	NOTE: See the attached form for a complete list of items that were
	Complete Unit Replacement	installed at your home.
at		for ONE YEAR
	(Client's Address/Town)	
beginning		and ending
	(Date)	(Date)
In accorda procedure		nd the American National Standards Institute (ANSI)
	(Company Signature)	(Date)

81 SECTION 5 - EXHIBITS February 2014

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February 2014 SECTION 5 - EXHIBITS 82

EXHIBIT B RELEASE OF LIEN



RELEASE OF LIENS

	(Client's Name,	Address, and City)
WHEREAS, all materials	were installed and la	abor was furnished according to a written
agreement dated	between <u>C</u> .	E.D.A. (herein referred to as the LAA) and
		hereafter referred to as the contractor);
WHEREAS, we, the unde	rsigned have agreed	to release any and all claims and liens which
we have, or might have, a	gainst the owner, of	said property, and the LAA by reason of the
labor, materials, and equip	pment furnished by t	as in connection with said LIHEAP Furnace
Project.		
sum listed on the contract hereby acknowledge, do l	t and any attached c hereby release, remi tsoever which we no	at we, the undersigned, in consideration for the hange Work Orders, the receipt whereof we do ss, and forever quit any or all manner of liens, ow have, or might have in the future against the AA.
(Company Na	me)	(By Owner Signature)
Date Job Started:		- >
Date Job Completed:		

Failure to complete this form correctly could result in delay of payment.

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February 2014 SECTION 5 - EXHIBITS 84

	HIBIT C OPOSED SUBCO	ONTRACTORS: AD	DING OR REMOVA	AL		
Со	ntractor must subi	mit this form when a	dding or removing e	xisting subcontrac	tors.	
	ADD			DELETE		
C	Contractor Name a	nd Address:				
	Type of Work	Subcontractor	Contact Name	Address & F	Phone	FEIN / SS #
	Heating & Cooling					
	Electrician					
	Plumbing					
car nar	pentry. Contractors	ntractor may choose to subcontracting roofing one number of subcor	g work covered under t	the Illinois roofing In-	dustry Licens	sing Act must include:
Coi	ntractor Signature		Date			
CE	DA Authorized Repr	esentative	Date			

85 SECTION 5 - EXHIBITS February 2014

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February 2014 SECTION 5 - EXHIBITS 86

EXHIBIT D CONTRACTOR CHECKLIST

VICEDA 208 8. LeSalle Street, Suite 2010 Chicago, Il. 60804-1001	CON	ITRAC	TOR	CHECKLIST - 2012			
1-800-571-CEDA (2332) www.cedaorg.net							
Application ID				Job #			
Client Name		Address			City		
Phone #		Fuma	oe Bran	d Name	Serial#		
Reside	ntial F	urnace	е	Mobile Home	Boiler		
Natural GasPropaneElect	ric	1111111		Clean & Tune	Replacement	t	
Inspect vent system and vent connection?		Yes	No	Temp rise per r	manufacturer specificati	ona:	
Electric shutoff switch present?		Yes	No	Supply Temp	Return Temp	Temp Rise	e
Manual gas shutoff valve present w/handle and operational?		Yes	No	90+ Furnaces			
Sediment trap at unit location present?		Yes	No	Two Pipe system installed per manufa	acturer's Instruction?	Yes	No
Clean & Inspect Pilot and Burners?		Yes	No	If no, State Reason			
Clean & Inspect Heat Exchanger?		Yes	No	94			
Copper gas line tested for leaks?		Yes	No	MOBILE HOMES			
Leaking gas lines replaced & tested for leaks?		Yes	No	is this an approved Mobile Home furn	ace?	Yes	No
Uncoated brass flex connectors replaced & tested for leaks?		Yes	No	Flue Collar/Roof jack Installed?		Yes	No
Vision-impaired thermostat installed?		Yes	No	Floor Supply/Return ducts/boots seak	ed?	Yes	No
Setback Thermostat Installed?		Yes	No	Approved Mobile Home vent pipe?		Yes	No
Thermostat calibrated & leveled?	N/A	Yes	No	Defective floor registers replaced?		Yes	No
Class B vent installed?	N/A	Yes	No	ELECTRIC HEAT			
Flue Liner installed with cap?	N/A	Yes	No	Condition of Elements & Links	22		
Is there an IID vent damper present?		Yes	No	Voltage			
Are all rooms receiving heat?		Yes	No	Rated AMP Draw	Measured AMP Draw	ā	
is adequate return air present?	N/A	Yes	No	Condition of wring			
Inspect wiring?		Yes	No	Temp Rise per Manufacturer Specific	ations.		
Replace Thermocouple?	N/A	Yes	No	Supply Temp	Return Temp	Temp Rise	e
Vent termination installed per PMI?	N/A	Yes	No	APPLIANCES	Gas Stoves	Gas Dryer	8
Clean & oil blower motor?	N/A	Yes	No	Manual shutoff w/handle present & operational?	Yes No	Yes No	0
Unit installed on blocks?	N/A	Yes	No	Sediment trap present?	Yes No	Yes No	D
Combustion blower cleaned?	N/A	Yes	No	Uncoated brass flex connectors replaced?	Yes No	Yes No	0
Gas leak test conducted on all gas appliance & supply lines?		Yes	No	Gas Leak test conducted?	Yes No	Yes No	0
Rated InputClocked Input				Rigid vent present & connected?	N/A	Yes No	0
Draft ReadingCO Reading				OUTDOOR DRA			
Condition of Flame		-		Below 21F -5.0 21 F to 40 F -0. 41 F to 60 F -0. 61 F to 80 F -0. Above 80 F -11	40 Pa (0.016" WC 30 Pa (0.012" WC 20 Pa (0.008 "WC		

87 SECTION 5 - EXHIBITS February 2014

Boiler				OIL HEAT		
Inspect vent system & vent connectors?		Yes	No	Oil Nozzle replaced?	Yes	No
Manual gas shutoff valve present & operational?		Yes	No	Chimney cleaned?	Yes	No
Sediment trap present?		Yes	No	Changed Oil Fitter?	Yes	No
Electric shutoff switch present?		Yes	No	Barometric damper operational?	Yes	No
Clean & Inspect Burners and Pliot?	N/A (New)	Yes	No	Class A vent installed?	Yes	No
Clean & Inspect Heat Exchanger?	N/A (New)	Yes	No	Draft over flame?		
Inspect Wiring?		Yes	No	Oil nozzie Size? Smoke test readings		
Leaking Gas lines replaced?		Yes	No	Efficiency% CO Reading		ppm
Repair water/steam leaks?		Yes	No	Draft Reading (see table)		lwc
HD/Vent Damper Installed?		Yes	No	Condition of fuel lines?		
Pressure/Temp. Valve operational?		Yes	No	Stack control drop out time		
Expansion tank drained?		Yes	No	Condition of Electrodes		
System bled?		Yes	No	Condition of Chimney		
Low Water cutoff cleaned?		Yes	No			
Is Low Water cutoff operational?		Yes	No	WATER HEATER GASElectric		
Is water sight glass visible & cleaned?		Yes	No	Draft Reading Iwo		
Pigtail removed & cleaned (Steam)		Yes	No	Temperature in Flue?Degrees		
Fill Valve operational?		Yes	No	CO Readingppm		
Fuel Pressurelwc System Pressure		PSI		Condition of Venting Condition of burners		
CO Readingppm Condition of Flame		_		is Electric disconnect installed?	Yes	No
Flue Temperature		Degrees		is manual shutoff valve w/handle installed & operational?	Yes	No
Circulator on TempCirculator off ter	np			Drip Pan Installed?	Yes	No
Rated InputBTU Clocked Inp	out			T/P valve discharge pipe installed?	Yes	No
Heat Anticipator settings				T/P valve operational?	Yes	No
Outdoor Temp. Controls Checked?		Yes	No	Sediment trap present?	Yes	No
				Black Pipe Gas Line installed?	Yes	No
CLIENT INFORMATION				Gas leakage test conducted	Yes	No
Guarantee form left with client?		Yes	No	Burner Door /Panel in Place?	Yes	No
PMI been left with the Client?		Yes	No	Flue liner installed?	Yes	No
Furnace Filters been left with the client?		Yes	No	Replace Thermostat?	Yes	No
Sizing Chart been Completed?		Yes	No			
				es for any gas leaks, and that all combustion appliances are working mized with Labor/Material costs and submitted with the Work Order		
			Tookel	Nan Sinnatura	Dat	

February 2014 SECTION 5 - EXHIBITS 88

Rated InputClocked Input			Below 21F -5.0 PA (0.020"V 21F to 40F -0.40 PA (0.016" V		
Draft Reading (SEE TABLE)CO Reading			21F to 40F -0.40 PA (0.016" V 41F to 60F -0.30 PA (0.012" V 61F to 80F -0.20 PA (0.008" V	VC)	
Condition of Flame			Above 80F -1.0 PA (0.004" V		
Fan-Off Temp Fan-On Temp					
Inspect vent system & vent connectors?	Yes	No	Oil Nozzle replaced?	Yes	1
Is manual gas shutoff valve present & operational?	Yes	No	Chimney cleaned?	Yes	1
Sediment trap present?	Yes	No	Change Oil Filter?	Yes	1
Electric shutoff switch present?	Yes	No	Barometric damper operational?	Yes	1
Clean & Inspect burners and pilot?	Yes	No	Class A vent installed?	Yes	1
Clean & inspect heat exchanger?	Yes	No	Daft over flame?		
Inspect wiring?	Yes	No	Oil Nozzle sizeSmoke Test r	eading	
Filter Rack with good seal?	Yes	No	EfficiencyCO Reading_		
Leaking Gas lines replaced?	Yes	No	Draft reading(See Table)		
Copper gas lines replaced & leakage test conducted?	Yes	No	Condition of fuel lines		
Uncoated brass flex connectors replaced $\&$ test for leaks?	Yes	No	Stack control drop out time		
Repair water steam leaks?	Yes	No	Condition of Electrodes		
HD/Vent Damper installed?	Yes	No	Condition of chimney		
Pressure/Temp. Valve operational?	Yes	No	CO Reading		
Expansion tank drained?	Yes	No	Draft Reading		
System bled?	Yes	No	Temperature in Flue		
Low Water cutoff cleaned?	Yes	No	Condition of ventingCondition of	bumers	
Is low water cutoff operational?	Yes	No	Drip Dan installed?	Yes	5
Is water sight glass visible & cleaned?	Yes	No	Is Electric disconnect installed?	Yes	5
Pigtail removed & cleaned (Steam)	Yes	No	Is manual shutoff w/handle in stalled & operational?	Yes	5
Fill Valve operational?	Yes	No	T/P Valve operational?	Yes	5
Fuel Pressure System Pressure		PSI	Is T/P valve discharge pipe installed?	Yes	i
CO Reading Condition of Flame			Black Pipe Gas line installed?	Yes	
Flue Temperature		Degrees	is sediment trap installed?	Yes	i
Circulator on TempCirculator off temp			Is burner door/panel in place?	Yes	
Rated InputBTU Clocked Input			Is gas leakage test conducted	Yes	;
Heat Anticipator settings			Replace thermostat?	Yes	
CLIENT INFORMATION			Is gas leakage test conducted?	Yes	i
Has the Guarantee form been left with the client?	Yes	No	Is Water heater waiver in file?	Yes	5
Has the PMI been left with the Client?	Yes	No	Is Flue liner installed?	Yes	;
Have Furnace Filters been left with the client?	Yes	No			
Has the sizing chart been completed?	Yes	No			

I certify that I have inspected all existing, and newly installed gas lines and gas appliances for any gas leaks, and that all combustion appliances are working safely within the specific IHWAP parameters. All invoices must be itemized with Labor and Material costs and submitted with the Work Order and this document.

(TECHNICIAN SIGNATURE)	(DATE)

EXHIBIT E FURNACE SIZING SHEET

This form is a 6 page MS Excel workbook

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EXHIBIT F HEALTH & SAFETY INSTALLATION ACKNOWLEDGEMENT



LIHEAP FURNACE PROGRAM

CLIENT ACKNOWLEDGEMENT OF INSTALLATION FORM

(Contractor Installers Signature) (Print Client name or Authorized personance of Authorized personance of Authorized Detector Carbon Monoxide Detector Smoke Detector Furnace Filters Other (Client Signature or Authorized personance of Smoke Detector Furnace Filters Other	Number installed Number installed Number installed
(Print Client name or Authorized personal Carbon Monoxide Detect Smoke Detector Furnace Filters Other (Client Signature or Authorize CONTRACTOR: the items marked above were installed by:	home. ctor Number installed Number installed Number installed Date of
Carbon Monoxide Detector Smoke Detector Furnace Filters Other (Client Signature or Authorize CONTRACTOR: The items marked above were installed by:	ctor Number installed Number installed Number installed Date
Smoke Detector Furnace Filters Other (Client Signature or Authorize CONTRACTOR: he items marked above were installed by:	Number installed Number installed Date of
Furnace Filters Other (Client Signature or Authorize) CONTRACTOR: The items marked above were installed by:	Number installed ed Person) Date of
Other (Client Signature or Authorize CONTRACTOR: The items marked above were installed by: (Contractor Installers Signature)	ed Person) Date
(Client Signature or Authorize CONTRACTOR: he items marked above were installed by: (Contractor Installers Signature)	ed Person) Date
CONTRACTOR: The items marked above were installed by: (Contractor Installers Signature)	of
CONTRACTOR: The items marked above were installed by: (Contractor Installers Signature)	of
CONTRACTOR: The items marked above were installed by: (Contractor Installers Signature)	of
date:	
Comments:	
CEDA STAFF:	
(Final Inspector Signature)	Acknowledge the items marked above have been installed by the Contractor.
Comments:	

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EXHIBIT G CONTRACTOR INVOICING CHECKLIST

The Final Inspector must insure the weatherization crew/contractor has submitted all of the required documentation regarding the work completed before the final inspection can begin. This will require the Final Inspector to complete a file review for the documents. If any of the required documents are not in the client file the crew/contractor is to be notified, the final inspection of the home cannot be completed until the missing documentation is submitted. The required documentation and definitions are listed below. (2012 Operations Manual)

Document	Required	Optional as Needed	Notes
Invoice	Х		Must match the line items of the Assessment work order
Release of Lien	X		Material waivers are not required
Furnace Assessment Work Order	X		The signed approved assessment work order
Change Order (If applicable)		Х	Included copy MUST be signed approved
Health and Safety Acknowledgement of Installation (if applicable)		X	Client and Contractor signature required
2 Contractor Assurance and Guarantee	X		Signed not dated by the contractor
Contractor Checklist - HVAC	Х		To include all combustion efficiency tapes.
HVAC Contractor Post gas flue analyzer test	Х		Copy to be in folder and on appliance
Furnace Sizing Chart (if applicable)		Х	Required when any replacement heating unit.
Client Contact Record Form	Х		Must list all client contact attempts

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EXHIBIT H STANDARD CHANGE ORDER FORM



CHANGE ORDER FORM

Contractor:			Job#		Date :	
Contractor's			JOD #		Date .	
Address						
Client Name:					App. ID:	
Address:	- OX				City:	
Phone #:						
Detail Reason for Change	e Order:					
Brand name of replacement unit to be installed:						
Replacement unit BTU's:		Heat loa	d output calcu	ulation:		
HVAC (Cost Breakdown us						
	HVAC Material / Labor Description	n:		QTY.	Material Cost	Labor Cost
				4	2	
				\ <u>\</u>	8	3
				3	8	
					5	8
					(4	(*
8				97	8	3
					600	8
	Added HVAC items Total	\$	-		\$ -	\$ -
Deleted HVAC Material / La	bor Description:			QTY.	Material Cost	Labor Cost
				2		
				3	8	
					0	
					(4	0
				./-		
		0,1		N.		
	Deleted HVAC items Total	\$	-		\$ -	\$ -
D4-12				HVAC C	omplete Total	\$ -

Page 1 of 2

CHANGE ORDER FORM Page 2 of 2

ealth & Safety			
dd Health & Safety Description:	QTY.	Material Cost	Labor Cost
	<u> </u>	<u> </u>	3
		100	70°
		(a)	
	8	8	8:
Added H&S Total \$		s -	s
Market 1994 and the second section of the second second section of the sec	70	-	
eleted Health and Safety Material / Labor Description:	QTY.	Material Cost	Labor Cost
		0	
		69	
	7		
Deleted H&S Total \$	-,	\$ -	\$
		H &S Total	\$ -
	A.	Co Total	*

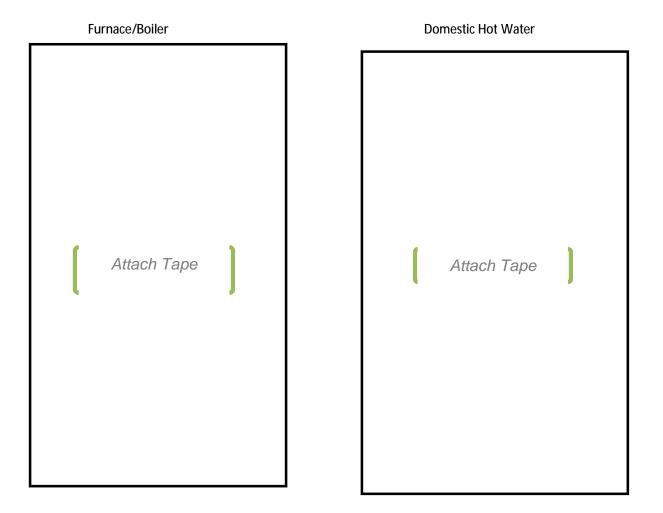
CEDA Signature of Approval	Date
Contractor Signature	Date

EXHIBIT I CONTRACTORS COMBUSTION TAPES

Attach combustion appliance testing tapes below. Tape should include the following information.

(1) Stack Temperature, (2) % O2, (3) % CO2, (4) % Efficiency, (5) % ExAir, (6) ppm CO, (7) ppm COAF, (8) Tamb, (9) Draft All tapes must show current time and date stamp.

This will include tapes for Pre and Post testing for all appliances that have received a "clean and tune".



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EXHIBIT J INVOICING PROCEDURE

Mechanical

- The mechanical invoice must list labor and material cost separately on the invoice with a summary total at the bottom.
- The HVAC labor and material costs such as smoke detectors, CO detectors, HWT vent pipe, dryer vent pipe/kit, repair gas leaks, gas shut of valve, etc... must be listed separately from the Health and Safety cost.
- 3. If replacement unit was installed, must list new unit information such as Brand, input BTU's, Model number, and Serial number.
- 4. Permits should be listed under Health and Safety.
- 5. The labor and material cost for HVAC and Health & Safety should be subtotaled separately, and one grand total of both HVAC and Health & Safety together on each invoice.
- 6. The invoice will not be processed for payment until all accompanying documentation is present, that includes all items listed on the checklist (Exhibit H):

THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC (CEDA) THIS PAGE LEFT INTIONALLY BLANK

EXHIBIT K SAMPLE LABOR & MATERIAL INVOICE

JD Heating & Cooling 5555 Heat Street Chicago, IL 60600 773-777-5555

Bill To: CEDA

208 S. LaSalle, Suite 2010 Chicago, IL 60604 CEDA Client Information: Job#: 14-JD-001

App. ID: 4261155 Name: Olmetti, Judy Address: 822 Somerset Cir City: Hanover Park Phone: (224) 229-8966

Phone:

Invoice Date: 11/18/13 Invoice # 14-5553

Replacement Furnace Information

Manufacturer: Heil
Model #: N9MP1080
Serial #: 1545456965
BTU's: 80,000

Job Start Date: November 18, 2013 Complete Date: November 18, 2013

Total HVAC: \$

HVAC Description	Quantity	Material	Labor	<u>Total</u>
New 90% Gas Force Air Furnace	1	\$ 951.00	\$ 794.21	1,745.21
Transition	1	\$ 65.00	\$ 79.50	144.50
PVC pipe 2" (Only if Acceptable per units PMI)	30	\$ 66.60	\$ 98.40	165.00
Air Filter	3	\$ 4.05	\$ 3.30	7.35
Gas piping 1/2" (Includes fittings & supports)	10	\$ 16.30	\$ 58.50	74.80
Gas shut off valve 1/2"	1	\$ 10.00	\$ 22.30	32.30
Gas Sediment trap	1	\$ 18.00	\$ 14.85	32.85
		111		

Health & Safety Description	Quantity	 Material	Labor	Total
er vent flexible galvanized rigid duct w/back draft damper	1	\$ 28.00	\$ 29.00	57.00
Detector (PLUG-IN BATTERY BACKUP)	1	\$ 26.00	\$ 5.30	31.30

Total Health & Safety:	\$ 54.00	\$ 34.30	\$ 88.30
Job Grand Total:	\$ 1,184.95	\$ 1,105.36	\$ 2,290.31

1,130.95 \$ 1,071.06 \$

Thank You for Your Business!

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SECTION 6- APPENDICES

The following **Appendices** contain critical information related to procedures and requirements for all contractors. Please carefully review these documents *prior* to submitting a proposal to ensure all requirements can be met if a contract is awarded.

Please retain these documents for your records. **Do not submit.**

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APPENDIX A CONTRACTOR EVALUATION

LIHEAP Furnace

Quality Control

All CEDA LIHEAP furnace contractors will be evaluated periodically and annually to identify areas for improvement and additional training needs.

Periodic analysis

The analysis involves a brief report of performance data for the previous month(s). Client issues will also be reviewed. The periodic analysis gives the contractor notices of any issues or concerns before they become larger scale problems.

Compliance Evaluation

Compliance evaluation includes verification that:

- the contractor is in good legal standing,
- has adequate financial capabilities to fulfill the obligations of the Bid
- its principles are not presently or proposed for debarment, suspended, ineligible or voluntarily excluded from transactions by any Federal, State or local government agency in the last 3 years.
- its principles have not had a civil judgment for fraud or a criminal offense in connection antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements or receiving stolen property. In the last three years.

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APPENDIX B APPEAL/PROTEST PROCEDURES

All agencies will develop and maintain written procedures to handle and resolve disputes/appeals relating to their procurements (See V.5, PROCUREMENT APPEAL PROCEDURES SAMPLE) procedures must include names/job titles of appropriate agency points of contact for this dispute handling process. The local agency will, in all instances, disclose information regarding the protest to the awarding AGENCY (The Office of Energy Assistance) within five (5) working days of receipt of written protest. Unsuccessful bidder/proposer s must be given five (5) working days from receipt of the notification letter to protest the decision orally or in writing. The agency may continue to make purchases from the selected bidder/proposer (s) pending the outcome of the protest. Such purchases will be no more than the amount of goods or services necessary to maintain program operations.

The appeal/protest process includes three levels of appeal: the informal conference, the state review, and the formal hearing.

Any unsuccessful bidder/proposer has a right to request an informal conference. The informal conference is designed to ensure that the bidder/proposer understands actions taken and the bidding process of the local agency.

Informal conferences are conducted by the local agency. The request for informal conference must be acted upon, either in writing or verbally.

- Be held in a place reasonably convenient to the bidder/proposer.
- Be conducted, if possible, by an agency staff member who was not involved in the original decision (the IHWAP Coordinator may also attend).
- Be held within 15 calendar days of the request.
- Afford the bidder/proposer an opportunity to bring an interpreter and/or representative.
- Afford the bidder/proposer an opportunity to present oral and/or written testimony on his/her behalf.

The agency will give the bidder/proposer a written statement at the end of the conference describing the results of the conference and citing the policy reasons for the decision. A copy of this report must be filed in the procurement bid-opening file.

At the time of the informal conference, the bidder/proposer must be given a "Request for State Review" form that is to be completed by the applicant and sent to the Department within 15 calendar days of the date of the informal conference. The agency staff person conducting the informal conference must present and explain this form to the bidder/proposer.

If the bidder/proposer requests a state review, the Department will review the bidder/proposer 's file and the informal conference report. The request is considered made the day the request is received by the Department (per the date stamp on the correspondence). A written decision will be made.

The Department will notify the agency that a request for state review has been filed. The agency must, within five (5) days of the request for state review, provide both the Department and the appealing party with a full copy of the Bid file (updated to include the informal conference cover sheet and hearing report).

A state reviewing officer will review the file to determine if the Bid process was in order, if the bidder/proposer was notified within the proper time frame, if the bidder/proposer was properly notified of the right to appeal, if the informal conference was properly conducted, and if the informal conference decision was correct. This determination will be made, and a letter sent to the bidder/proposer and the agency within 15 days of the request for state review.

If not satisfied with the results of the state review, the bidder/proposer may request a formal hearing within 15 calendar days of the date of the state review letter by sending a written request to the Department. The Department will notify the agency that the request has been made by the bidder/proposer.

Within 10 working days of the receipt of the bidder/proposer 's request for a formal hearing, The Department will telephone the bidder/proposer (or send a letter if the bidder/proposer cannot be

contacted by phone) and the agency to set the date, time, and location for the formal hearing. A follow-up letter will be sent to the bidder/proposer 10 days before the hearing asking the bidder/proposer to contact the Department toll-free energy hotline to confirm the appointment. The formal hearing shall be held within 30 days of the bidders/proposer's request for a hearing.

A State Hearing Officer will conduct the formal hearing. The Hearing Officer must ensure that the following procedures are followed:

- The formal hearing is tape-recorded.
- The testimony of the formal hearing summarizes the actions of the case to date, the bidders/proposer's reason for appeal, and the agency Appeals Officer's explanation of the decision that the agency made.
- The Hearing Officer will explain that the purpose of the hearing is to determine if the policies
 were fairly applied to the bidders/proposer's case. Challenges to federal or state policy are not
 pertinent to the administrative hearing and will not be considered by the Appeals Review Board.
 Challenges to the underlying policy must be brought in court and the bidder/proposer should be
 referred to legal assistance offices.
- The Hearing Officer will limit presentations to relevant and material facts and policy; explain the purpose and procedure to be followed; the manner in which the decision will be rendered; develop the facts relevant to the issues; clearly identify the policy provision relied on; assist the bidder/proposer in presenting their version of the case; enable the agency Appeals Officer to present the case and policy supporting the action of the agency; permit cross-examination by the participants; respect the rights and dignity of all participants to the hearing; and summarize the points developed.
- The formal hearing information is transmitted to the Appeals Review Board, which will make the
 decision based upon the record. The bidder/proposer is notified within 10 working days of the
 formal hearing of the decision, the reasons for the decision, and, if denied, of their right to seek
 review in court.

The hearing will be held in a private room that is completely separated from any other agency business. The hearing is held in private to assure confidentiality for the bidder/proposer. The State Hearing Officer shall ensure that the case is not discussed prior to the opening of the hearing.

The hearing will be tape-recorded and will follow the format of the formal hearing script. The State Hearing Officer will operate a tape recorder as well as provide all necessary tapes. The equipment will be tested prior to the hearing and the recorder started before any discussion takes place.

To open the hearing, the State Hearing Officer will announce the who, what, when, where, and why of the session and note the names and titles of all persons present.

The State Hearing Officer will then note their role in the hearing and will state the purpose of the hearing.

At this point, all persons who will be making a statement should be sworn in as witnesses. (If the bidder/proposer has an attorney or representative, the attorney or representative is not sworn in.)

Next, the bidder/proposer and/or their representative will be given the opportunity to present the bidders/proposer's reasons for appeal. The bidder/proposer may present new evidence. If it is written evidence, the State Hearing Officer will explain the contents of the document for all parties to the formal hearing. The Hearing Officer or agency representative may question the bidder/proposer or the bidders/proposer's witnesses.

After the bidder/proposer has presented his/her case and the witnesses have answered any questions, the agency Appeals Officer, IHW AP Coordinator, and/or any agency witnesses who have personal knowledge of the case will be given the opportunity to present their agency's position. The bidder/proposer and/or the bidders/proposer's representative may question the agency's witnesses.

The State Hearing Officer may question any witness, when necessary, to fully develop the facts of the case.

Should any questions be asked that challenge state or federal policy, the Hearing Officer will reply, "The purpose of this hearing is to determine whether the policies were fairly applied to your case. If you wish to challenge the policies themselves, such a challenge is not appropriate to this administrative hearing. A challenge to the policies must be brought in court." The Hearing Officer will not answer questions when answers cannot be quoted from the IHW AP Procurement Manual.

To close the hearing, the State Hearing Officer will note that the State Appeals Review Board will review all documents and testimony and reach a decision that will be shared in writing with all parties within 10 calendar days of the formal hearing.

The State Hearing Officer will present the tape and case file to the Appeals Review Board at The Department. The Appeals Review Board is a three-person board consisting of:

- 1. A State Hearing Officer
- 2. Two of the following, or their designee:
 - a. Manager, Office of Energy Assistance
 - b. Assistant Manager, Office of Energy Assistance
 - c. Chief, Office of Energy Assistance
 - d. Assistant Chief, Office of Energy Assistance
 - e. Manager, Support Services
 - f. Grants Management Supervisor

The Appeals Review Board will make a decision based on the testimony and documents provided at the formal hearing. The decision will be final, and any further recourse will have to be appealed through the courts.

After a decision is made by the Appeals Review Board, both the bidder/proposer and the agency will be notified in writing by the Department within ten (10) working days of the formal hearing. If the original procurement decision is upheld, a letter will be sent to the bidder/proposer, with a copy to the agency. If the agency's decision is overturned by the Appeals Review Board, a letter explaining the decision will be sent to the bidder/proposer and the agency explaining the error(s) made and the reason(s) for the decision rendered by the Appeals Review Board. A copy of the notification letter will be placed in the bid/proposal file.

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APPENDIX C STANDARDS FOR WEATHERIZATION MATERIALS

The following Government standards are produced by the Consumer Product Safety Commission and are published in title 16, Code of Federal Regulations:

Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs Insulation—organic fiber—conformance to Interim Safety Standard in 16 CFR part 1209;

Fire Safety Requirements for Thermal Insulating Materials According to Insulation Use—Attic Floor—insulation materials intended for exposed use in attic floors shall be capable of meeting the same flammability requirements given for cellulose insulation in 16 CFR part 1209;

Enclosed spaces—insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the smoldering combustion requirements in 16 CFR part 1209.

The following standards which are not otherwise set forth in part 440 are incorporated by reference and made a part of part 440. The following standards have been approved for incorporation by reference by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as they exist on April 5, 1993 and a notice of any change in these materials will be published in the Federal Register The standards incorporated by reference are available for inspection at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202–741–6030, or go to:

http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.

The standards incorporated by reference in part 440 can be obtained from the following sources:

Air Conditioning and Refrigeration Institute, 1501 Wilson Blvd., Arlington, VA 22209; (703) 524–8800.

American Gas Association, 1515 Wilson Blvd., Arlington, VA 22209; (703) 841-8400.

American National Standards Institute, Inc., 1430 Broadway, New York, NY 10018; (212) 642–4900.

American Society of Mechanical Engineers, United Engineering Center, 345 East 47th Street, New York, NY 10017; (212) 705–7800.

American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103; (215) 299-5400.

American Architectural Manufacturers Association, 1540 East Dundee Road, Palatine, IL 60067; (708) 202–1350.

Federal Specifications, General Services Administration, Specifications Section, Room 6654, 7th and D Streets, SW, Washington, DC 20407; (202) 708–5082.

Gas Appliance Manufacturers Association, 1901 Moore St., Arlington, VA 22209; (703) 525–9565.

National Electrical Manufacturers Association, 2101 L Street, NW, Suite 300, Washington, DC 20037; (202) 457–8400.

National Fire Protection Association, Batterymarch Park, P.O. Box 9101, Quincy, MA 02269; (617) 770–3000.

National Standards Association, 1200 Quince Orchard Blvd., Gaithersburg, MD 20878; (301) 590–2300. (NSA is a local contact for materials from ASTM).

National Wood Window and Door Association, 1400 East Touhy Avenue, Des Plaines, IL 60018; (708) 299–5200.

Sheet Metal and Air Conditioning Contractors Association, P.O. Box 221230, Chantilly, VA 22022–1230; (703) 803–2980.

THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC (CEDA) Steel Door Institute, 712 Lakewood Center North, 14600 Detroit Avenue, Cleveland, OH 44107; (216) 899–0100.

Steel Window Institute, 1230 Keith Building, Cleveland, OH 44115; (216) 241-7333.

Tubular Exchanger Manufacturers Association, 25 North Broadway, Tarrytown, NY 10591; (914) 332–0040.

Underwriters Laboratories, Inc., P.O. Box 75530, Chicago, IL 60675–5330; (708) 272–8800.

More information regarding the standards in this reference can be obtained from the following sources:

Environmental Protection Agency, 401 M Street, NW, Washington, DC 20006; (202) 554-1080.

National Institute of Standards and Technology, U.S. Department of Commerce, Gaithersburg, MD 20899, (301) 975–2000

Weatherization Assistance Programs Division, Conservation and Renewable Energy, Mail Stop 5G–023, Forrestal Bldg, 1000 Independence Ave, SW, Washington, DC 20585; (202) 586–2207.

Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs

	1
Insulation—mineral fiber:	
Blanket insulation	ASTM ¹ C665–88.
Roof insulation board	ASTM C726-88.
Loose-fill insulation	ASTM C764–88.
Insulation—mineral cellular:	
Vermiculite loose-fill insulation	ASTM C516-80 (1990).
Perlite loose-fill insulation	ASTM C549-81 (1986).
Cellular glass insulation block	ASTM C552–88.
Perlite insulation board	ASTM C728-89a.
Insulation—organic fiber:	
Cellulosic fiber insulating board	ASTM C208-72 (1982).
Cellulose loose-fill insulation	ASTM C739–88.
Insulation-organic cellular:	
Preformed block-type polystyrene insulation	ASTM C578–87a.
Rigid preformed polyurethane insulation board	ASTM C591–85.
Polyurethane or polyisocyanurate insulation board faced with aluminum foil on both sides	FS ² HH-I–1972/1 (1981).
Polyurethane or polyisocyanurate insulation board faced with felt on both sides	FS HH-I–1972/2 (1981). And Amendment 1, October 3, 1985.
Insulation—composite boards:	
Mineral fiber and rigid cellular polyurethane composite roo insulation board	f ASTM C726–88.

Perlite board and rigid cellular polyurethane composite roof insulation	ASTM C984–83.
Gypsum board and polyurethane or polisocyanurate composite board	FS HH–I–1972/4 (1981).
Materials used as a patch to reduce infiltration through the building envelope	Commercially available.

¹ASTM indicates American Society for Testing and Materials.

Thermal Insulating Materials for Pipes, Ducts, and Equipment Such as Boilers and Furnaces

[Standards for conformance]

Insulation—mineral fiber:	
Preformed pipe insulation	ASTM ¹ C547–77.
Blanket and felt insulation (industrial type)	ASTM C553-70 (1977).
Blanket insulation and blanket type pipe insulation (metal- mesh covered) (industrial type)	ASTM C592–80.
Block and board insulation	ASTM C612-83.
Spray applied fibrous insulation for elevated temperature	ASTM C720-89.
High-temperature fiber blanket insulation	ASTM C892-89.
Duct work insulation	Selected and applied according to ASTM C971–82.
Insulation—mineral cellular:	
Diatomaceous earth block and pipe insulation	ASTM C517-71 (1979)
Calcium silicate block and pipe insulation	ASTM C533-85 (1990).
Cellular glass insulation	ASTM C552-88.
Expanded perlite block and pipe insulation	ASTM C610-85.
Insulation—Organic Cellular:	
Preformed flexible elastomeric cellular insulation in sheet and tubular form	ASTM C534–88.
Unfaced preformed rigid cellular polyurethane insulation	ASTM C591-85.
Insulation skirting	Commercially available.
1	

¹ASTM indicates American Society for Testing and Materials.

Fire Safety Requirements for Insulating Materials According to Insulation Use

Insulation materials intended for exposed use in attic floors shall be capable of meeting the same smoldering combustion requirements given for cellulose insulation in ASTM ¹ C739–88.
Insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the smoldering combustion requirements in ASTM C739–88.

²FS indicates Federal Specifications.

walls and ceilings	Insulation materials, including those with combustible facings, which remain exposed and serve as wall or ceiling interior finish, shall have a flame spread classification not to exceed 150 (per ASTM E84–89a).
	Exterior envelope walls and roofs containing thermal insulations shall meet applicable local government building code requirements for the complete wall or roof assembly.
	Insulation materials intended for use on pipes, ducts and equipment shall be capable of meeting a flame spread classification not to exceed 150 (per ASTM E84–89a).

¹ASTM indicates American Society for Testing and Materials.

Storm Windows

[Standards for conformance]

Storm windows:	
Aluminum insulating storm windows	ANSI/AAMA ¹ 1002.10-83.
Aluminum frame storm windows	ANSI/AAMA 1002.10–83.
Wood frame storm windows	ANSI/NWWDA ² I.S. 2–87. (Section 3)
Rigid vinyl frame storm windows	ASTM ³ D4099–89.
Frameless plastic glazing storm	Required minimum thickness windows is 6 mil (.006 inches).
Movable insulation systems for windows	Commercially available.

¹ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

Storm Doors

Storm doors—Aluminum:	
Storm Doors	ANSI/AAMA ¹ 1102.7–89.
Sliding glass storm doors	ANSI/AAMA 1002.10-83.
Wood storm doors	ANSI/NWWDA ² I.S. 6–86.
Rigid vinyl storm doors	ASTM ³ D3678–88.
Vestibules:	
Materials to construct vestibules	Commercially available.
Replacement windows:	
Aluminum frame windows	ANSI/AAMA 101–88.
Steel frame windows	Steel Window Institute recommended specifications for steel windows, 1990.
Wood frame windows	ANSI/NWWDA I.S. 2–87.

²ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

³ASTM indicates American Society for Testing and Materials.

Rigid vinyl frame windows	ASTM D4099-89.

¹ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

Replacement Doors

[Standards for conformance]

Replacement doors—Hinged doors:	
Steel doors	ANSI/SDI ¹ 100-1985.
Wood doors:	
Flush doors	ANSI/NWWDA ² I.S. 1–87. (exterior door provisions)
Pine, fir, hemlock and spruce doors	ANSI/NWWDA I.S. 6–86.
Sliding patio doors:	
Aluminum doors	ANSI/AAMA ³ 101–88.
Wood doors	NWWDA I.S. 3–83.

¹ANSI/SDI indicates American National Standards Institute/Steel Door Institute.

Caulks and sealants:

Caulks and sealants:	
Putty	FS ¹ TT-P-00791B, October 16, 1969 and Amendment 2, March 23, 1971.
Glazing compounds for metal sash	ASTM ² C669–75 (1989).
Oil and resin base caulks	ASTM C570-72 (1989).
Acrylic (solvent types) sealants	FS TT–S–00230C, February 2, 1970 and Amendment 2, October 9, 1970.
Butyl rubber sealants	FS TT-S-001657, October 8, 1970.
Chlorosulfonated polyethylene sealants	FS TT-S-00230C, February 2, 1970 and Amendment 2, October 9, 1970.
Latex sealing compounds	ASTM C834–76 (1986).
Elastomeric joint sealants (normally considered to include polysulfide, polyurethane, and silicone)	ASTM C920-87.
Preformed gaskets and sealing materials	ASTM C509-84.

²ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

³ASTM indicates American Society for Testing and Materials.

²ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

³ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

¹FS indicates Federal Specifications.

Weatherstripping

[Standards for conformance]

Weatherstripping	Commercially available.
	Selected according to the provisions cited in ASTM ¹ C755–85 (1990). Permeance not greater than 1 perm when determined according to the desiccant method described in ASTM E96–90.
Items to improve attic ventilation	Commercially available.
Clock thermostats	NEMA ² DC 3–1989.

¹ASTM indicates American Society for Testing and Materials.

Heat Exchangers

[Standards for conformance]

to-water and steam-to-	ASME¹Boiler and Pressure Vessel Code, 1992, Sections II, V, VIII, IX, and X, as applicable to pressure vessels. Standards of Tubular Exchanger Manufacturers Association, Seventh Edition, 1988.
Heat exchangers with gas-fired appliances ²	Conformance to AGA ³ Requirements for Heat Reclaimer Devices for Use with Gas-Fired Appliances No. 1–80, June 1, 1980. AGA Laboratories Certification Seal.
Heat pump water heating heat recovery systems	Electrical components to be listed by UL.4

¹ASME indicates American Society of Mechanical Engineers.

Boiler/Furnace Control Systems

Automatic set back thermostats	Listed by UL. 1Conformance to NEMA 2DC 3-1989.
Line voltage or low voltage room thermostats	NEMA DC 3–1989.
Automatic gas ignition systems	ANSI ³ Z21.21–1987 and Z21.21a-1989. AGA ⁴ Laboratories Certification Seal.
Energy management systems	Listed by UL.
Hydronic boiler controls	Listed by UL.

²ASTM indicates American Society for Testing and Materials.

²NEMA indicates National Electrical Manufacturers Association.

²The heat reclaimer is for installation in a section of the vent connector from appliances equipped with draft hoods or appliances equipped with powered burners or induced draft and not equipped with a draft hood.

³AGA indicates American Gas Association.

⁴UL indicates Underwriters Laboratories.

Other burner controls	Listed by UL.

¹UL indicates Underwriters Laboratories.

Water Heater Modifications

[Standards for conformance]

Insulate tank and distribution piping	(See insulation section of this appendix).
Install heat traps on inlet and outlet piping	Applicable local plumbing code.
Install/replace water heater heating elements	Listed by UL. ¹
Electric, freeze-prevention tape for pipes	Listed by UL.
Reduce thermostat settings	State or local recommendations.
Install stack damper, gas-fueled	ANS1 ² Z21.66–1988, including Exhibits A&B, and ANSI Z223.1–1988.
Install stack damper, oil-fueled	UL 17, November 28, 1988, and NFPA ³ 31–1987.
Install water flow modifiers	Commercially available.

¹UL indicates Underwriters Laboratories.

Waste Heat Recovery Devices

[Standards for conformance]

Desuperheater/water heaters	ARI ¹ 470–1987.
Condensing heat exchangers	Commercially available components and in new heating furnace systems to manufacturers' specifications.
Condensing heat exchangers	Commercially available (Commercial, multi-story building, with teflon-lined tubes institutional) to manufacturers' specifications.
Energy recovery equipment	Energy Recovery Equipment and Systems Air-to-Air (1978) Sheet Metal and Air-Conditioning Contractors National Association (SMACNA). ²

¹ARI indicates Air Conditioning and Refrigeration Institute.

Boiler Repair and Modifications/Efficiency Improvements

Install gas conversion burners	ANSI ¹ Z21.8–1984, (for gas or oil-fired systems) ANSI
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²NEMA indicates National Electrical Manufacturers Association.

³ANSI indicates American National Standards Institute.

⁴AGA indicates American Gas Association.

²ANSI indicates American National Standards Institute.

³NFPA indicates National Fire Prevention Association.

²SMACNA denotes Sheet Metal and Air Conditioning Contractors' National Association.

	Z21.17–1984, ANSI Z21.17a-1990, and ANSI Z223.1–1988. AGA ² Laboratories Certification seal.
Replace oil burner	UL ³ 296, February 28, 1989 Revision and NFPA ⁴ 31–1987.
Install burners (oil/gas)	ANSI Z223.1–1988 for gas equipment and NFPA 31–1987 for oil equipment.
Re-adjust boiler water temperature or install automatic boiler temperature reset control	ASME ⁵ CSD-1-1988, ASME CSD-1a-1989, ANSI Z223.1-1988, and NFPA 31-1987.
Replace/modify boilers	ASME Boiler and Pressure Vessel Code, 1992, Sections II, IV, V, VI, VIII, IX, and X. Boilers must be Institute of Boilers and Radiation Manufacturers (IBR) equipment.
Clean heat exchanger, adjust burner air shutter(s), check smoke no. on oil-fueled equipment. Check operation of pump(s) and replacement filters	Per manufacturers' instructions.
Repair combustion chambers	Refractory linings may be required for conversions.
Replace heat exchangers, tubes	Protection from flame contact with conversion burners by refractory shield.
Install/replace thermostatic radiator valves	Commercially available. One pipe steam systems require air vents on each radiator; see manufacturers' requirements.
Install boiler duty cycle control system	Commercially available. NFPA 70, National Electrical Code (NEC) 1993 and local electrical codes provisions for wiring.

¹ANSI indicates American National Standards Institute.

Heating and Cooling System Repairs and Tune-ups/Efficiency Improvements

Install duct insulation	FS ¹ HH-I–558C, January 7, 1992 (see insulation sections of this appendix).
Reduce input of burner; derate gas-fueled equipment	Local utility company and procedures if applicable for gas-fueled furnaces and ANSI ² Z223.1–1988 (NFPA ³ 54–1988) including appendix H.
Repair/replace oil-fired equipment	NFPA 31–1987.
Replace combustion chamber in oil-fired furnaces or boilers	NFPA 31–1987.
, ,	ANSI Z223.1–1988 (NFPA 54–1988) including appendix H.

²AGA indicates American Gas Association.

³UL indicates Underwriters Laboratories.

⁴NFPA indicates National Fire Prevention Association.

⁵ANSI/ASME indicates American National Standards Institute/American Society of Mechanical Engineers.

Clean or replace air filter on forced air furnace	
Install vent dampers for gas-fueled heating systems	Applicable sections of ANSI Z223.1–1988 (NFPA 54–1988) including appendices H, I, J, and K. ANSI Z21.66–1988 and exhibits A & B for electrically operated dampers.
Install vent dampers for oil-fueled heating systems	Applicable sections of NFPA 31–1987 for installation and in conformance with UL ⁴ 17, November 28, 1988.
Reduce excess combustion air:	
A: Reduce vent connector size of gas-fueled appliances	ANSI Z223.1–1988 (NFPA 54–1988) part 9 and appendices G & H.
B: Adjust barometric draft regulator for oil fuels	NFPA 31–1987 and per manufacturers' (furnace or boiler) instructions.
Replace constant burning pilot with electric ignition device on gas-fueled furnaces or boilers	ANSI Z21.71–1981, Z21.71a-1985, and Z21.71b-1989.
Readjust fan switch on forced air gas or oil-fueled furnaces	Applicable sections and appendix H of ANSI Z223.1–1988 (NFPA 54–1988) for gas furnaces and NFPA 31–1987 for oil furnaces.
Replace burners	See power burners (oil/gas).
Install/replace duct furnaces (gas)	ANSI Z223.1–1988 (NFPA 54–1988).
Install/replace heat pumps	Listed by UL.
Replace air diffusers, intakes, registers, and grilles	Commercially available.
Install/replace warm air heating metal ducts	Commercially available.
Filter alarm units	Commercially available.

¹FS indicates Federal Specifications.

Replacement Furnaces, Boilers, and Wood Stoves

Chimneys, fireplaces, vents and solid fuel burning appliances	NFPA ¹ 211–1988.
Gas-fired furnaces	ANS1 ² Z21.47–1987, Z21.47a–1988, and Z21.47b–1989. ANSI Z223.1–1988 (NFPA 54–1988).
Oil-fired furnaces	UL ³ 727, August 27, 1991 Revision and NFPA 31–1987.
Liquified petroleum gas storage	NFPA 58–1989.
Ventilation fans:	
Including electric attic, ceiling, and whole house fans	UL 507, August 23, 1990 Revision.

²ANSI indicates American National Standards Institute.

³NFPA indicates National Fire Prevention Association.

⁴UL indicates Underwriters Laboratories.

¹NFPA indicates National Fire Prevention Association.

Air Conditioners and Cooling Equipment

[Standards for conformance]

Air conditioners:	
Central air conditioners	ARI ¹ 210/240–1989.
Room size units	ANSI/AHAM ² RAC-1-1982.
Other cooling equipment:	
Including evaporative coolers, heat pumps and other equipment	UL ³ 1995, November 30, 1990. ⁴

¹ARI indicates Air Conditioning and Refrigeration Institute.

Screens, Window Films, and Reflective Materials

Insect screens	Commercially available.
Window films	Commercially available.
Shade screens:	
Fiberglass shade screens	Commercially available.
Polyester shade screens	Commercially available.
Rigid awnings:	
Wood rigid awnings	Commercially available.
Metal rigid awnings	Commercially available.
Louver systems:	
Wood louver systems	Commercially available.
Metal louver systems	Commercially available.
Industrial-grade white paint used as a heat-reflective measure on awnings, window louvers, doors, and exterior duct work (exposed)	Commercially availab

²ANSI indicates American National Standards Institute.

³UL indicates Underwriters Laboratories.

²AHAM/ANSI indicates American Home Appliance Manufacturers/American National Standards Institute.

³UL indicates Underwriters Laboratories.

⁴This standard is a general standard covering many different types of heating and cooling equipment.

APPENDIX D
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STANDARDS (IHWAP) FIELD GUIDE

Illinois Home Weatherization Assistance Program Standards Field Guide*

See Attached Document

*ATTACHED TO THIS IFB IS THE MOST CURRENT IHWAP STANDARDS FIELD GUIDE AVAILABLE AT THE TIME THE IFB WAS ADVERTISED. DURING THE PERFORMANCE OF THE WORK, THE CONTRACTOR IS REQUIRED TO PERFORM ACCORDING TO THE MOST CURRENT EDITION OF THE IHWAP STANDARDS FIELD GUIDE.

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